

# MEMORANDUM

Special Item No. 2

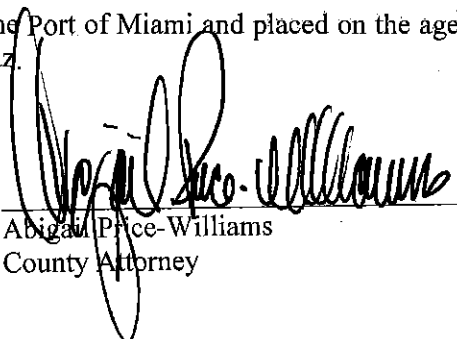
**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** July 6, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving and authorizing the County Mayor to execute Amendment No. 1 to the Amended and Restated Terminal Operating Agreement between Miami-Dade County and Port of Miami Terminal Operating Company, L.C., providing for, among other things, a realignment to the terminal operating footprint, relocation of the existing access road, relocation of Chute Road, construction of drainage facilities, bringing parity of electrical surcharges and gantry crane escalators, and cleaning up prior contractual items for an estimated increased costs to the County of approximately \$1,700,000.00; and delegating authority to the Port Director to approve in writing future subleases of portions of the terminal area by operator to other on-Port terminal operators or tenants, and subleases of portions of other Port property by operator, provided, however, such subleases (i) do not exceed two years in duration, (ii) do not involve more than five acres of Port land per sublease nor more than ten acres, in aggregate, and (iii) are deemed necessary by the Port Director (in writing) to accommodate the construction and/or operating requirements of proposed new Cruise Terminal "A"

The accompanying resolution was prepared by the Port of Miami and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.

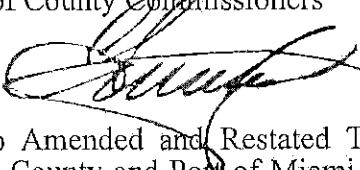


Abigail Price-Williams  
County Attorney

APW/cp

**Date:** July 6, 2016

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez   
Mayor

**Subject:** Amendment No. 1 to Amended and Restated Terminal Operating Agreement  
Between Miami-Dade County and Port of Miami Terminal Operating Company,  
L.C.

### **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the accompanying resolution approving and authorizing the execution of Amendment No. 1 (Amendment) to the Amended and Restated Terminal Operating Agreement (Agreement) between Miami-Dade County (County) and Port of Miami Terminal Operating Company (POMTOC), providing for readjustment to the terminal operating footprint, relocation of POMTOC's existing access road, relocation of Chute Road, construction of drainage facilities, bringing parity of electrical surcharges and gantry crane rental escalators, and cleaning up prior contractual items.

### **Scope**

PortMiami (Port) is located within District 5, which is represented by Commissioner Bruno A. Barreiro. The impact of this agenda item is countywide, as the Port is a regional asset and generates employment for residents throughout Miami-Dade County.

### **Fiscal Impact/Funding Source**

This Amendment proposes a realignment and adjustment of POMTOC's current terminal acreage, reconfiguration of POMTOC's gate and road system, and construction of drainage improvements, all in an effort to accommodate the build out of Cruise Terminal A.

The acreage adjustment being proposed includes a net decrease of 1.01 acres, from a starting point of 74.79 acres to 73.78 acres, as well as an adjustment of a 7.9 acre sublease to Seaboard. The net fiscal impact once the entire acreage parcel swaps and readjustments take place is a decrease of rental and throughput revenue of approximately \$85,000 on an annualized basis.

The reconfiguration of POMTOC's gate and road system is necessary to accommodate Cruise Terminal A, and includes removal of POMTOC's existing access road and provides an alternate access road with similar capacity. Additionally, POMTOC and Terminal Link Miami (TLM) will be sharing the same access road; therefore, the cost of removing the existing access road and replacing with an alternate access road covers both POMTOC and TLM and includes relocated property costs. This relocation property includes canopies, paving, fiber optic connections, security cameras and poles, fencing, and other associated infrastructure. The approximate capital cost for relocating POMTOC and TLM access road, along with the associated relocated property, is \$2.6 million, and will be funded by Port Revenue Bonds.

Also, due to the reconfiguration of terminal yard space between POMTOC and Seaboard Marine (Seaboard), Chute Road will have to be relocated to provide access to the wharf between the two terminals. Due to the logistics involved, Chute Road will have to be moved a total of three (3) times, in June 2016, April 1, 2018, and April 1, 2019. The approximate capital cost for relocating Chute Road three (3) times and the associated relocated property is \$472,540 and will be funded by Port Revenue Bonds.

It is also anticipated that, along with the acreage adjustments and reconfiguration of the road and gate system, there will be several drainage improvements required. The County will commit to pay all costs associated with the construction of drainage facilities and grade transitions that may be required as a result of the new cruise terminal being built at a different grade than the terminal access road and terminal area. Additionally, some pre-existing drainage issues will also be addressed to help ameliorate any inconvenience that POMTOC may experience as a result of Cruise Terminal A road relocation. The drainage and paving improvements are limited to a four (4) acre area with a cost not to exceed \$800,000 that will be funded through Port Revenue Bonds.

The terminal acreage adjustment, relocation of roadway system, and drainage improvements will be used towards Cruise Terminal A, which has an acreage requirement of approximately 9 acres. Additionally, upon arrival of the first Royal Caribbean vessel, the Port will receive a base rent payment of \$9.5 million a year for Cruise Terminal A that will offset any revenue loss to the Port as a result of capital expenditures required for the gate and roadway access system, and the drainage improvements.

Other items in this amendment, including bringing parity in electrical administration charges, gantry crane rental escalators, and other contractual clean up items, will have little to no fiscal impact.

#### **DELEGATED AUTHORITY**

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of the Board authority, there are no authorities beyond that specified in the resolution that include the authority for the Mayor or his designee to execute the Agreement, the authority to approve limited subleases by POMTOC to or from other terminal operators, and the ability to adjust the terminal area by no more than five (5) acres.

#### **Track Record/Monitor**

The Seaport Department staff members responsible for monitoring the Agreement are Juan Kuryla, Port Director; Kevin Lynskey, Deputy Port Director; and Hydi Webb, Assistant Director.

#### **Background**

On September 15, 1994, the County entered into an up to 20-year Terminal Agreement (Original Agreement) with POMTOC to operate, maintain, and secure a terminal area on the Port. POMTOC functions as a common-user cargo terminal by operating, maintaining and securing its common gate; supervising and coordinating the receipt and delivery of cargo; and otherwise administering the premises to assure the efficient execution of the cargo

handling operations for multiple steamship lines. Despite variations in cargo volumes, this Original Agreement has proven to be an important economic contributor to the Port, as POMTOC has paid and/or generated direct revenues to the Port over the course of its existence. In FY 2015, POMTOC generated \$10.3 million in wharfage and land rental revenue to the Port.

On December 17, 2013, the Board approved (via adoption of Resolution R-1051-13) the Restated Terminal Operating Agreement (Restated Agreement) with POMTOC that had a commencement date of October 1, 2014. The Restated Agreement provided for several terms that included a reduction in terminal acreage to 76.44 (which was later reduced to 74.79), an increase in annual land rental rates per square foot, an increase of minimum throughput guarantees, an increase in rates per TEU, and an initial term of 15 years with two (2,) five-year options to renew.

At this time, the Port and POMTOC wish to enter into an Amendment to the Agreement. Under the terms of this proposed Amendment, POMTOC will agree to readjust their terminal acreage from 74.79 acres to 73.78 acres, representing a change of 1.01 acres. This readjustment includes several parcel transactions that are required to maximize efficiency in POMTOC's terminal yard and to provide the footprint needed to build out cruise Terminal A.

Upon approval of this Amendment, POMTOC shall surrender a parcel of 4.01 acres (Deleted Parcel) and the Port shall add back a different parcel of 1.85 acres (Replacement Parcel). Additionally, when Chute Road is relocated, an additional 1.15 acres (Added Parcel) will be freed up and added to POMTOC's terminal footprint. Not affecting total acreage but repositioning control over said acreage is the transfer of three (3) out of the 7.9 acres from Seaboard's sublease back to POMTOC, with the remaining 4.9 acres on the sublease to be transferred April 1st, 2018 and April 1st, 2019. Overall excluding the transfer of acres from Seaboard's sublease, POMTOC will decrease its acreage by 1.01 acres.

The Port will also be committing to providing several drainage improvements to accommodate changes in grading as a result of Cruise Terminal A and fixing some pre-existing drainage issues.

This Amendment corrects two (2) previous scriveners' errors to include an increase in the electrical administrative fee and a slight increase in the cap of gantry crane annual price escalations. When this Agreement was approved, the electric surcharge administrative fee was inadvertently set at 15 percent while the Terminal Link Miami agreement stipulated 20 percent. Additionally, the cap for gantry crane annual price increases will be increased to a compounded four (4) percent a year (from three (3) percent a year), calculated by the Tariff rate as of the effective date of this amendment, which is consistent with the TLM agreement.

Also included in this Amendment are some clean up items. When the Agreement was filed in 2013, page 14 (Exhibit 2) was inadvertently left out. This Amendment adds that missing page. There are also some payment revisions being proposed that change when throughput payments are due, as required by the Port's tariff. Additionally, at the end of each fiscal year quarter, POMTOC shall pay to the County any shortfall difference between the Actual

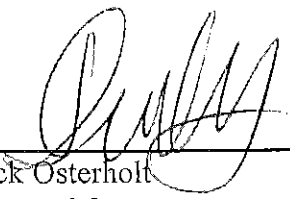
Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners  
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Throughput invoiced during the quarter and one fourth of the Minimum Guaranteed Annual TEU Throughput Revenue amount, as set forth in Exhibit A to the Agreement.

Should this proposed Amendment be adopted, the Port will benefit from the readjustment of POMTOC's terminal yard, creating a more efficient cargo operation and meeting the land requirement build Terminal A for Royal Caribbean Cruise Lines (RCCL).

Section 3 of Resolution R-333-15 requires a market rental comparison be disclosed in respect to a proposed County lease. Although this amendment does not in effect create a new lease or propose new lease rates, there are revisions to the existing footprint that may require clarification. The Board approved the original POMTOC Agreement December 2013, which stipulated a ground rental rate per square foot that was derived from a 2007 market rental analysis. Additionally, the original Agreement included contractual provisions to escalate the ground rental rate by three percent a year. This Amendment does not propose a change in the ground rental rates or the escalating provisions.

PortMiami is recognized as a world-class port with diverse of shipping lines and cruise brands. The proposed Amendment better utilizes the Port's most valuable asset, its land, to bring forth increased cruise berth availability while creating efficiencies in its cargo terminal yards.

  
\_\_\_\_\_  
Jack Osterholt  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** July 6, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Special Item No. 2

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☒ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO THE AMENDED AND RESTATED TERMINAL OPERATING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND PORT OF MIAMI TERMINAL OPERATING COMPANY, L.C., PROVIDING FOR, AMONG OTHER THINGS, A REALIGNMENT TO THE TERMINAL OPERATING FOOTPRINT, RELOCATION OF THE EXISTING ACCESS ROAD, RELOCATION OF CHUTE ROAD, CONSTRUCTION OF DRAINAGE FACILITIES, BRINGING PARITY OF ELECTRICAL SURCHARGES AND GANTRY CRANE ESCALATORS, AND CLEANING UP PRIOR CONTRACTUAL ITEMS FOR AN ESTIMATED INCREASED COSTS TO THE COUNTY OF APPROXIMATELY \$1,700,000.00; AND DELEGATING AUTHORITY TO THE PORT DIRECTOR TO APPROVE IN WRITING FUTURE SUBLEASES OF PORTIONS OF THE TERMINAL AREA BY OPERATOR TO OTHER ON-PORT TERMINAL OPERATORS OR TENANTS, AND SUBLEASES OF PORTIONS OF OTHER PORT PROPERTY BY OPERATOR, PROVIDED, HOWEVER, SUCH SUBLEASES (i) DO NOT EXCEED TWO YEARS IN DURATION, (ii) DO NOT INVOLVE MORE THAN FIVE ACRES OF PORT LAND PER SUBLEASE NOR MORE THAN TEN ACRES, IN AGGREGATE, AND (iii) ARE DEEMED NECESSARY BY THE PORT DIRECTOR (IN WRITING) TO ACCOMMODATE THE CONSTRUCTION AND/OR OPERATING REQUIREMENTS OF PROPOSED NEW CRUISE TERMINAL "A"

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

Section 1. Approves Amendment No. 1 to the Amended and Restated Terminal Operating Agreement ("Agreement") between Miami-Dade County and Port of Miami Terminal Operating Company, L.C. ("POMTOC") and authorizes the County Mayor or the County Mayor's designee to execute Amendment No. 1 on behalf of Miami-Dade County, in substantially the form attached hereto and made part hereof.

Section 2. The Port Director is hereby delegated the authority to approve in writing future subleases of portions of the Terminal Area by Operator to other on-Port terminal operators or tenants, and subleases of portions of other Port property by Operator, provided, however, such subleases (i) do not exceed two years in duration, (ii) do not involve more than five acres of Port land per sublease nor more than ten acres, in aggregate, and (iii) are deemed necessary by the Port Director (in writing) to accommodate the construction and/or operating requirements of proposed new cruise terminal "A".

Section 3. Directs the County Mayor or County Mayor's designee to provide a copy of the Agreement, as amended, to the Miami-Dade County Property Appraiser's Office within 30 days of execution.

The foregoing resolution was offered by Commissioner ,  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	



The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of July, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Richard Seavey

**AMENDMENT NO. 1 TO AMENDED AND RESTATED TERMINAL OPERATING  
AGREEMENT BETWEEN MIAMI-DADE COUNTY AND PORT OF MIAMI  
TERMINAL OPERATING COMPANY, L.C.**

This Amendment No. 1 to the Terminal Operating Agreement between Miami-Dade County and Port of Miami Terminal Operating Company, L.C. is hereby made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Miami-Dade County, Florida ("County"), and Port of Miami Terminal Operating Company, L.C., a Florida limited liability company registered and authorized to do business in the State of Florida (hereafter, "POMTOC" or "Terminal Operator" or "OPERATOR"), by and through their authorized representatives in accordance with the terms, conditions, and covenants contained herein. The County and POMTOC are jointly referred to as "the Parties."

**W I T N E S S E T H:**

**Recitals**

WHEREAS, the Board of County Commissioners of Miami-Dade County approved an Amended and Restated Terminal Operating Agreement ("Agreement") between the County and Terminal Operator on or about December 17, 2013 (via adoption of Resolution R-1051-13); and

WHEREAS, the Parties thereafter entered into the subject Agreement on or about December 27, 2013; and

WHEREAS, the County seeks to readjust the Terminal Area as defined in the Agreement in order to allow for the construction of a new cruise terminal "A"; and

WHEREAS, Terminal Operator has agreed to accommodate such readjustment in consideration of the Parties' agreement to the terms and conditions in this Amendment No. 1 including, but not limited to, the County's consent to pay any of the reasonable direct costs associated with the readjustment; and

WHEREAS, the County is preparing Road Design Documents for access to the Terminal Operator and Terminal Link Miami cargo yards, with the goal of ensuring that the County provide the same level of access to the Terminal Operator's Terminal Area which it presently enjoys; and

WHEREAS, the Agreement filed with the Clerk inadvertently is missing a copy of Page 14 of the Agreement (Page 14) with essential terms referenced and discussed in the Mayor's Recommendation Memorandum to the Board of County Commissioners forming part of Resolution R-1051-13; and

WHEREAS, the Parties now wish to amend their Agreement as expressly set forth hereinbelow;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter contained, the Parties hereto mutually covenant and agree to amend the Agreement as follows:

Section 1. Rules of Construction.

For all purposes of this Amendment No. 1, unless otherwise expressly provided:

- A) A term has the meaning assigned to it;
- B) An accounting term not otherwise defined has the meaning ordinarily given to it by accountants in accordance with generally accepted accounting principles;
- C) Words in the singular include the plural, and words in the plural include the singular;
- D) A pronoun in one gender includes and applies to other genders as well; and

- E) The terms "hereunder," "herein," "hereof," "hereto" and such similar terms shall refer to the instant Amendment No. 1 to the Agreement in its entirety and not to individual sections or articles; and
- F) The Parties hereto agree that this Amendment No. 1 to the Agreement shall not be more strictly construed against either the County or the Terminal Operator.

Section 2. Definitions: Capitalized terms used herein shall have the definitions set forth in the Agreement.

"Added Parcel" shall have the meaning provided in Section 4 of this Amendment No.1 and is approximately 1.15 acres of Port land identified in Exhibit 1 hereto as "Added Parcel", which is to be added to the definition of Terminal Area from the reduction in size and relocation of Chute Road.

"Added Parcel Date" shall mean 30 days after Seaboard vacates Seaboard Returned Parcel 1 and the County's completion of the initial relocation of Chute Road and relocation of fencing contiguous thereto and the Added Parcel is made operationally available to Terminal Operator.

"Agreement" or "Terminal Agreement" shall mean the Amended and Restated Terminal Operating Agreement between Miami-Dade County and Terminal Operator executed on or about December 27, 2013.

"Alternate TLM Access Road" shall have the meaning provided in Section 11 of this Amendment No. 1, to be located generally within the footprint area identified in Exhibit 3 hereto as "Alternate TLM Access Road". For avoidance of doubt, the Alternate TLM Access Road will be a public road and shall not be part of the Terminal Area.

"Amendment No. 1" shall mean this document which modifies certain terms in the previously executed Agreement between Miami-Dade County and Terminal Operator approved and authorized by County Resolution R-1051-13.

"Deleted Parcel Date" shall mean the Effective Date of this Amendment No.1 for all areas in the Deleted Parcel which shall be fully vacated by Operator within thirty (30) days of the Effective Date. Notwithstanding the foregoing, Operator shall have non-exclusive use of the Existing Terminal Operator Access Road until the later of July 1, 2016 or the date the Alternate Terminal Operator Access Road is completed and/or becomes operational. As of the Effective Date the, Terminal Operator shall not have any financial responsibility for land rental charges or throughput guarantees for the Deleted Parcel.

"Deleted Parcel" shall have the meaning provided in Section 4 of this Amendment No. 1 and is approximately 4.01 acres of Port land identified in Exhibit 1 hereto, which the parties agree shall be permanently deleted from the Terminal Area as of the Deleted Parcel Date.

"Effective Date of Amendment No. 1" shall have the meaning provided in Section 3 of this Amendment No. 1.

"Existing Terminal Operator Access Road" shall have the meaning provided in Section 11 of this Amendment No. 1, to be located generally within the footprint area identified in Exhibit 3 hereto as "Existing Terminal Operator Access Road".

"Existing TLM Access Road" shall have the meaning provided in Section 11 of this Amendment No. 1, as further identified in Exhibit 3 hereto as "Existing TLM Access Road".

"Alternate Terminal Operator Access Road" shall have the meaning provided in Sections 4 and 11 of this Amendment No. 1, to be located generally within the footprint area identified in Exhibit 3 hereto as "Alternate Terminal Operator Access Road". For avoidance of doubt, the

entire inbound queuing area up to the Terminal Operator's existing main gate shall be a public road and shall not be part of the Terminal Area.

"Relocated Property" shall have the meaning provided in Section 11(iii) of this Amendment No. 1 and shall include, but not be limited to existing, (1) security cameras and pole(s), (2) fiber optic cable running from the Communication Bunker to the Security cameras and pole, the Out Gate Security Inspection station, Gate Bunker and Gate Kiosks, (3) fencing, (4) existing canopies, which include the In and Out Gate, Security inspection and Gate mechanics Inspection canopies, which shall be relocated to an area designated by the Terminal Operator in the inbound queuing area, and (5) utilities and other infrastructure located within the Deleted Parcel or contiguous infrastructure fed from those located inside the Deleted Parcel and/or on Port land located south of the Existing TLM Access Road and north of the southern edge of the Alternate TLM Access Road but only to the limited extent necessary to maintain existing functionality, but does not include any property located wholly within the Terminal Area.

"Replacement Parcel" shall have the meaning provided in Section 4 of this Amendment No. 1 and is approximately 1.85 acres of Port land identified in Exhibit 1, which is to be added to the definition of Terminal Area as of the Replacement Parcel Date.

"Replacement Parcel Date" shall mean the Effective Date of this Amendment No.1 for all areas in the Replacement Parcel. Terminal Operator shall not have any financial obligations or throughput guarantees requirements for the Replacement Parcel until such time as the Alternate Terminal Operator Access Road has been completed and made operationally available to Terminal Operator.

"Seaboard Returned Parcel 1" shall mean the approximately 3 acres of land identified as Parcel 1 in the Third Amendment to Terminal Service Agreement between Operator and Seaboard. .

"Seaboard Returned Parcel 2" shall mean the approximately 2.5 acres identified as Parcel 2 in the Third Amendment to Terminal Service Agreement between Operator and Seaboard. .

"Seaboard Returned Parcel 3" shall mean the approximately 2.4 acres identified as Parcel 3 in the Third Amendment to Terminal Service Agreement between Operator and Seaboard.

"Sublease" shall have the meaning provided in Section 4 of this Amendment No. 1 and refers to the agreement between Terminal Operator and Seaboard Marine, LTD. as amended and as may be amended in the future with the County's written consent.

"Road Design Documents" shall be the document attached hereto as Exhibit 4 which comprises the 90% design drawings developed by the County, which have been reviewed by the OPERATOR, were engineered to provide the same access and capacity as the Existing Terminal Operator Access Road; and further providing the Parties agree that the Alternate Terminal Access Road will be in built in substantial compliance with the Road Design Documents.

Section 3. Amendment Effective Date and Retroactive Application. This Amendment No. 1 shall become effective upon: (i) execution of this Amendment No. 1 by a duly authorized representative or officer of Terminal Operator; (ii) approval of this Amendment No. 1 by a duly adopted resolution of the Board of County Commissioners of Miami-Dade County; and (iii) execution of this Amendment No. 1 by the County Mayor or the County Mayor's designee following the aforementioned adopted County resolution (approving this Amendment No. 1).

Section 4. The definition of "Terminal Area" set forth in the Agreement is hereby deleted and restated as set forth below:

"Terminal Area" means, retroactively, from the Effective Date of the Agreement of October 1, 2014 until the Effective Date of Amendment No. 1 the existing land depicted approximately in Exhibit "B" attached to the Agreement executed December 27, 2013 and incorporated by reference therein, and includes existing buildings, structures, and fixtures thereon. The Terminal Area consists of no less than approximately 73.78 acres of mostly-paved cargo terminal space, including 7.9 acres of which shall be subleased to Seaboard Marine Ltd. with the OPERATOR entitled to retain all Sublease revenue received from Seaboard thereunder and a credit for the corresponding subtenant's TEU throughput on the subleased acreage during the Sublease. The Terminal Area may be subject to adjustment pursuant to Section 5.F and 5.L hereof or upon mutual agreement by the parties and as otherwise provided in this Agreement. On the Effective Date of Amendment No. 1, or on dates noted herein, and not retroactively, the Terminal Area shall be adjusted as depicted on Exhibit 1 hereto. Specifically: (1) the 4.01 acres identified as "Deleted Parcel" on Exhibit 1 shall be deleted from the Terminal Area on the Deleted Parcel Date, and OPERATOR shall fully surrender and vacate such 4.01 acres as set forth in the definition of Deleted Parcel Date ; (2) the 1.85 acres identified as "Replacement Parcel" on Exhibit 1 shall be added on the Replacement Parcel Date by the County to the Terminal Area for all purposes including the calculation of land rent and the Minimum Guaranteed Annual TEU Throughput Revenue; (3) the 1.15 acres identified as "Added Parcel" on Exhibit 1 shall be added on the Added Parcel Date to the Terminal Area for all purposes including the calculation of land rent and the Minimum Guaranteed Annual TEU Throughput Revenue; (4) the 3 acres (previously part of the 7.9 acres sublet to Seaboard Marine, Ltd.) identified as "Seaboard Returned Parcel 1" on Exhibit 1 shall be vacated by the Added Parcel Date by Seaboard Marine, Ltd. pursuant to the terms of a sublease between Seaboard Marine, Ltd. ("Seaboard") and OPERATOR ("Sublease"), as confirmed in writing by Seaboard, and such 3 acres shall be treated as part of the Terminal Area for all purposes including the calculation of land rent and the Minimum Guaranteed Annual TEU Throughput Revenue; (5) the 4.9 acres identified as "Seaboard Returned Parcel 2 (2.5 acres) and Seaboard Returned Parcel 3 (2.4 acres) " on Exhibit 1 shall remain part of the Terminal Area for the purposes of the calculation of land rent and may remain subleased to Seaboard Marine Ltd. pursuant to the terms of a Sublease with OPERATOR entitled to receive all revenue therefrom and a credit for the Seaboard minimum or actual TEU throughput on such 4.9 acres, but upon return to OPERATOR shall become part of the Terminal Area for all purposes including the calculation of land rent and the Minimum Guaranteed Annual TEU Throughput Revenue;. After the Effective Date of Amendment No. 1, the Terminal Area may still be subject to adjustment pursuant to Section 5.F and 5.L of the Agreement or upon mutual agreement by the parties and as otherwise provided in this Agreement. The County and Terminal Operator acknowledge that the County has provided a survey of the Terminal Area as adjusted by this Amendment No. 1 through the Effective Date. The County shall provide an updated survey of the Terminal Area as adjusted by this Amendment No. 1 within 60 days of the last of the following to occur: (i) the



Deleted Parcel Date, (ii) the Added Parcel date, (iii) the Replacement Parcel Date; and (iv) return of the Seaboard Returned Parcels 1, 2 and 3, and, to the extent the updated survey conflicts with the acreages reflected in the initially provided survey, the later survey will control and the terminal footprint shall be adjusted and the Terminal Operator's financial obligations shall be modified accordingly. Within 60 days of the return of the last Seaboard Remaining Parcel to OPERATOR the County will provide a further updated survey and the results of that survey will determine the final footprint and OPERATOR'S financial obligations, provided the Terminal Area may be subject to adjustment pursuant to Section 5.F and 5.L hereof or upon mutual agreement by the parties and as otherwise provided in this Agreement.

Section 5. Notwithstanding the deletion of any deleted parcels of land from the Terminal Area as of the Effective Date of this Amendment No. 1 (including any parcel of land previously subject to a month to month or temporary lease by OPERATOR and not depicted on Exhibit 1), all obligations and provisions listed in Section 25 of the Agreement or otherwise as surviving the expiration or early termination of the Agreement shall also survive and continue to apply to all such deleted parcels after the Amendment No. 1 Effective Date through and until the expiration of a one (1) year period commencing on the later of (i) the Amendment No. 1 Effective Date or (ii) the date by which Terminal Operator fully vacates and returns the deleted parcel(s) of land to the County in accordance with all requirements hereunder.

Section 6. Sub-Section 5.K of the Agreement is hereby deleted in its entirety retroactive to October 1, 2014.

Section 7. The last sentence of Sub-Section 6.C.1 of the Agreement is hereby deleted and replaced with the following sentence:

"However, the Crane Charge for the OPERATOR shall be the lesser of the Tariff rate then in effect, or the Tariff rate as of the Effective Date and annually increased with each new County Fiscal Year during the Initial Term and applicable Renewal term by 4% compounded."

Section 8. Retroactive to October 1, 2014, page 14 of the Agreement, a copy of which is attached hereto as Exhibit 2, shall be inserted after Page 13 and before Page 15 of the Agreement.

Section 9. The first sentence of Section 5.C of the Agreement is hereby deleted and replaced with the following sentence:

During each Fiscal Year of the Initial Term and any Renewal Term, OPERATOR shall pay the County invoices on a vessel by vessel basis for Actual Throughput. Payment of invoices shall be made by the last day of the month following the month the invoice was billed and further, at the end of each fiscal year quarter, Terminal Operator shall pay to the County any shortfall difference between the Actual Throughput invoiced during the quarter and  $\frac{1}{4}$  of the Minimum Guaranteed Annual TEU Throughput Revenue amount as set forth in Exhibit "A" to the Agreement.

Section 10. Sub-Section 6 E) of the Agreement is hereby deleted and replaced with the following Sub-Section 6 E):

Outlets for Refrigerated Containers: OPERATOR shall keep and maintain any electrical outlets, wiring, conduit, junction and electrical boxes and connections, electrical feeders, and other related equipment in good working condition and repair, and shall replace same as needed, all at its own expense, subject to reasonable wear and tear. OPERATOR shall be responsible for, and shall pay the County, for actual electric costs as billed plus a twenty percent (20%) Port administrative and equipment usage fee. The County shall provide OPERATOR copies of electric utility company billings with the County's monthly billings to OPERATOR. OPERATOR shall be responsible for the installation and maintenance of any new infrastructure and equipment related to outlets for refrigerated containers and trailers.

Section 11.

(i) Terminal Operator hereby agrees that the County and its authorized contractors and sub-contractors may, consistent with the Road Design Documents, relocate and take out of service that portion of the current County access road serving Terminal Operator's Terminal Area entrance identified as the "Existing TLM Access Road" and "Existing Terminal Operator Access Road" in attached Exhibit 3 hereto, and replace such roads, at the County's sole cost and

expense, with the replacement access roads to be constructed substantially in accordance with the Road Design Documents and located south of the Existing TLM Access Road and within the area more specifically identified as "Alternate TLM Access Road" and "Alternate Terminal Operator Access Road" on attached Exhibit 3 hereto. The County agrees the Alternate Terminal Operator Access Road will be open to vehicular truck traffic prior to taking out of service the Existing Terminal Operator Access Road.

(ii) The Alternate Terminal Operator Access Road will be constructed substantially in compliance with the Roadway Design Documents previously reviewed by Terminal Operator.

(iii) To the extent the foregoing removal of the Deleted Parcel or relocation of the Existing TLM Access Road and/or Existing Terminal Operator Access Road and/or to the extent the foregoing activation and use of the Alternate TLM Access Road and/or Alternate Terminal Operator Access Road requires Terminal Operator to relocate, or replace in-kind its existing canopy(s), fiber optic connections, security cameras and poles, fencing, utilities or other infrastructure ("Relocated Property") on the Deleted Parcel or contiguous infrastructure fed from those inside the Deleted Parcel and/or on Port land located south of the Existing TLM Access Road and north of the southern edge of the Alternate TLM Access Road to another location within the Terminal Area, the Parties agree that the County may and shall enter upon the Terminal Area to shall relocate and/or replace in-kind at the County's election said Relocated Property within or to the Alternate Terminal Operator Access Road, identified in Exhibit 3.

(iv) The County has hired a professional engineering company to design the Alternate TLM Access Road and Alternate Terminal Operator Access Road, and the County represents 90% of the drawings of that design are the Road Design Documents attached as Exhibit 4.

Section 12. Upon the return of the Seaboard Returned Parcels 1, 2 and 3, currently subleased by OPERATOR to Seaboard Marine Ltd., on each such occasion the County shall pay all costs of relocating Chute Road including the costs of relocating the roadside-fencing, to the western edge of each Seaboard Returned Parcel. At the time of return of Seaboard Returned Parcel 1, the County commits to reducing the width of Chute Road, allowing for approximately 1.15 acres of land to be added to the Terminal Area as depicted in Exhibit 1 identified as "Added Parcel".

Section 13. The County shall contractually require any development for cruise terminal "A" to contain all stormwater within the cruise terminal area site and not allow for runoff onto adjacent land, including roadways and cargo Terminal Area. The County shall design and/or ensure the design of proper grade transitions from the cruise terminal "A" area to all roads and the Terminal Area. Additionally, the County shall construct at the County's cost permanent drainage improvements on an up to 4 acre parcel selected by Terminal Operator in the northern portion of the Terminal Area that is along and contiguous with the Alternate Terminal Operator Access Road and is identified on Exhibit 3 hereto as the "Drainage Area", provided the County's drainage improvement obligation hereunder or otherwise shall not exceed \$800,000 in total (including all costs associated with drainage improvement construction, design, surveying, and permitting) (hereafter, the "County's Overall Drainage Improvement Cost Cap"). In the event the County obtains drainage cost estimates for the foregoing drainage improvements in excess of the County's Overall Drainage Improvement Cost Cap, then County shall provide copies of same to Operator who must then elect among the following two Options: (i) Operator must provide the County the full amount of any portion of the drainage improvement estimate (including all costs associated with drainage improvement construction, design, surveying, and

permitting) that exceeds the County's Overall Drainage Improvement Cost Cap estimate (the "Drainage Cost Cap Deficiency"), or (ii) in the event Operator declines to participate the County may then reduce the scope of the proposed drainage improvements in the County's reasonable discretion after meeting with the Terminal operator and discussing in good faith the location of the area for, reducing the land area to receive drainage improvements, to ensure the overall drainage improvement work costs (including all costs associated with drainage construction, design, surveying, and permitting) do not exceed the County's Overall Drainage Improvement Cost Cap. Other than the commitment to provide permanent drainage in up to 4 acres of the Terminal Area contiguous with the Alternate Terminal Operator Access Road, which commitment is expressly subject to the County's Overall Drainage Improvement Cost Cap and the related procedures and conditions outlined above, the County shall have no other obligation hereunder, under the Agreement, or otherwise to construct or pay for any drainage related improvements anywhere in the Terminal Area. Upon completion of the drainage improvements the Terminal Operator forever waives, releases, and discharges the County from and for any and all claims, actions, damages, demands, and potential liabilities of any kind relating to, arising from, or associated with drainage, flooding, or water- or flooding-related damages in the Terminal Area.

Section 14. The Port Director may adjust the Terminal Area from time to time as may be required for improved Port operations only upon mutual written agreement between the Port Director and Terminal Operator. This adjustment authority may not exceed 5 acres in aggregate, either plus or minus, from the total ultimate Terminal Area acreage identified in Exhibit 1 and will be 73.78 acres (62.88 core acres + 1.85 acre Replacement Parcel + 1.15 acre Added Parcel +

3 acre Seaboard Returned Parcel 1 + 4.9 (2.5 + 2.4) acre Seaboard Returned Parcels 2 and 3 = 73.78 acres).

Section 15. The Port shall endeavor to work with the Operator to pursue grant opportunities in a similar fashion as it intends to do with other Port tenants.

Section 16. Other than the Agreement Terms expressly modified or altered herein, all other terms of the Agreement shall remain in full force and effect.

Section 17. This Amendment No. 1 shall be governed by and construed in accordance with Florida law, and venue for any action or proceeding to enforce or construe any term hereof shall lie exclusively in Miami-Dade County, Florida.

IN WITNESS HEREOF, the County and Operator have caused this Amendment No. 1 to the Agreement to be duly executed this 13<sup>th</sup> day of MAY, 2016.

**PORT OF MIAMI TERMINAL  
OPERATING COMPANY, L.C.**

By: [Signature]  
Name: CHARLES J. ANCHUA  
Title: COO/SE. VICE PRESIDENT  
Date: 5/13/16

**MIAMI-DADE COUNTY, FLORIDA,  
a political subdivision of the State of  
Florida**

By: \_\_\_\_\_  
County Mayor or Designee  
Date: \_\_\_\_\_

(CORPORATE SEAL)

ATTEST:

By: [Signature]  
Name: Charles O. McIlroy  
Title: CFO  
Date: 5/13/16

ATTEST:

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk  
Date: \_\_\_\_\_

Approved as to form and legal sufficiency

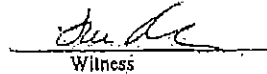
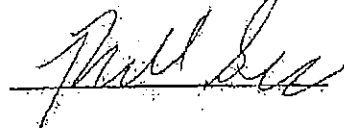
**Guarantors' Consent to and Approval of Amendment No. 1 to**

**Agreement**

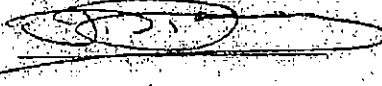
By signing below, each of the below-listed companies, each of which is a signatory guarantor to the Agreement (pursuant to the terms, guarantees, and limitations of Section 43 thereof), hereby respectively approves and consents to (as guarantors) all of the terms and changes set forth above in this Amendment No. 1 and each hereby renews their respective guarantee obligations set forth in Section 43 of the Agreement to now apply to the Agreement as amended by the above Amendment No. 1 thereof.

**GUARANTORS:**

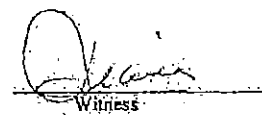
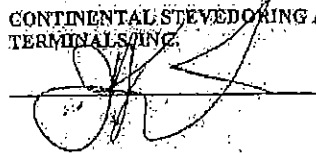
**PORTS AMERICA FLORIDA INC.**

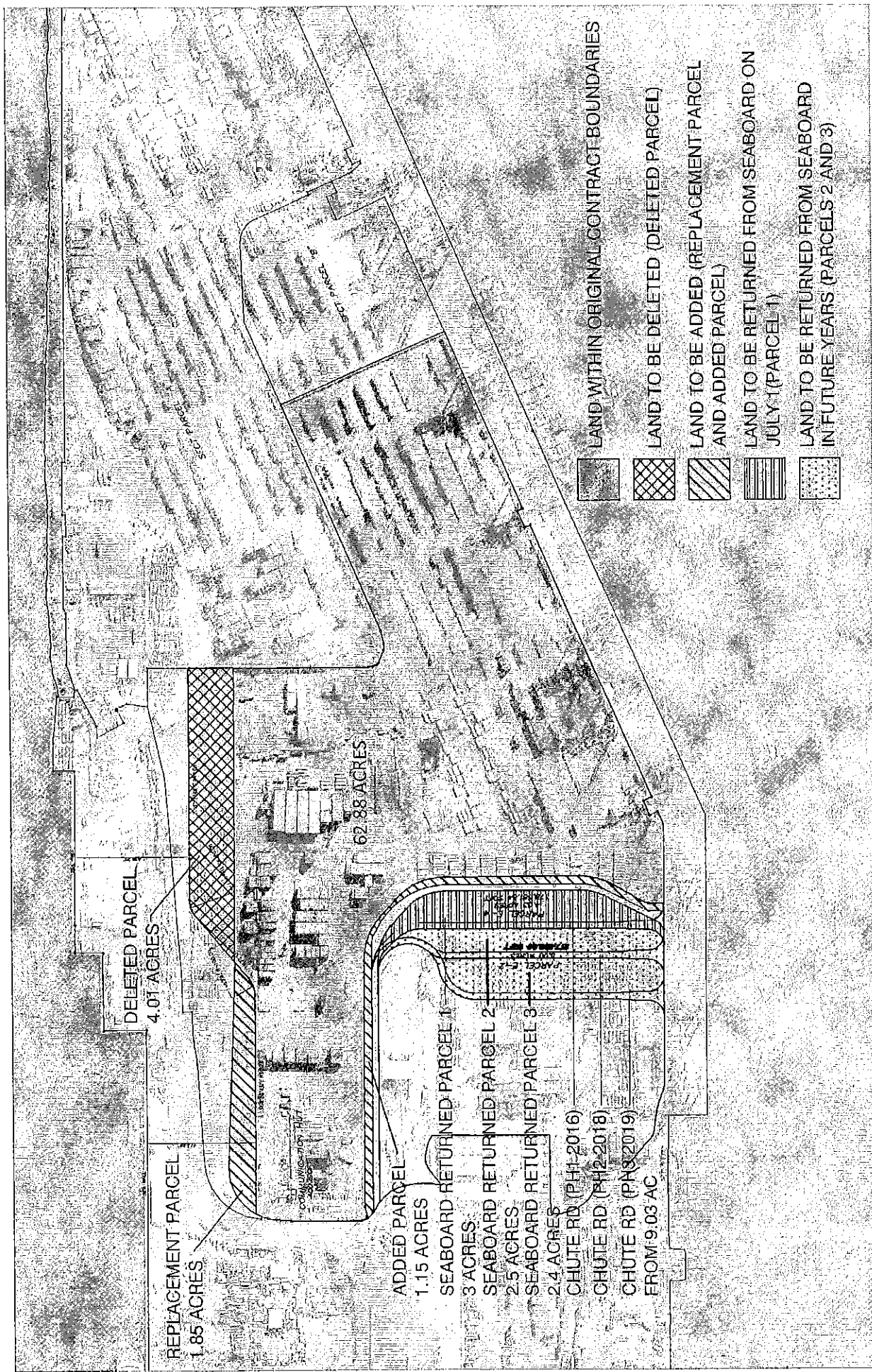
  
Witness

**FLORIDA STEVEDORING COMPANY**

  
Witness

**CONTINENTAL STEVEDORING AND  
TERMINALS INC.**

  
Witness



\* Above numbers are approximations  
 \* Exact acreage subject to future legal survey of areas

**PORTMAN**

1015 North America Way  
 Miami, Florida 33132

Project:  
 Drawing:

# EXHIBIT 1 TO AMENDMENT NO. 1

Date:	05/26/16
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## EXHIBIT 2 TO AMENDMENT NO. 1

days written notice and reasonable consultation with OPERATOR reduce the preferential berthing to 1,000 linear feet until such time the OPERATOR meets both its TEU Throughput Guarantees and acreage requirements. Such requirements to be measured on a year to year period and berthing space will be returned to normal (2,000 feet) upon OPERATOR completion of requirements at the beginning of the next full month after OPERATOR resumes full compliance with the above-referenced minimum TEU Throughput Guarantees and acreage requirements (based on a monthly averaged calculated on a six month period). Preferential berthing requires that the OPERATOR provide no less than 48 hours notice to the Port.

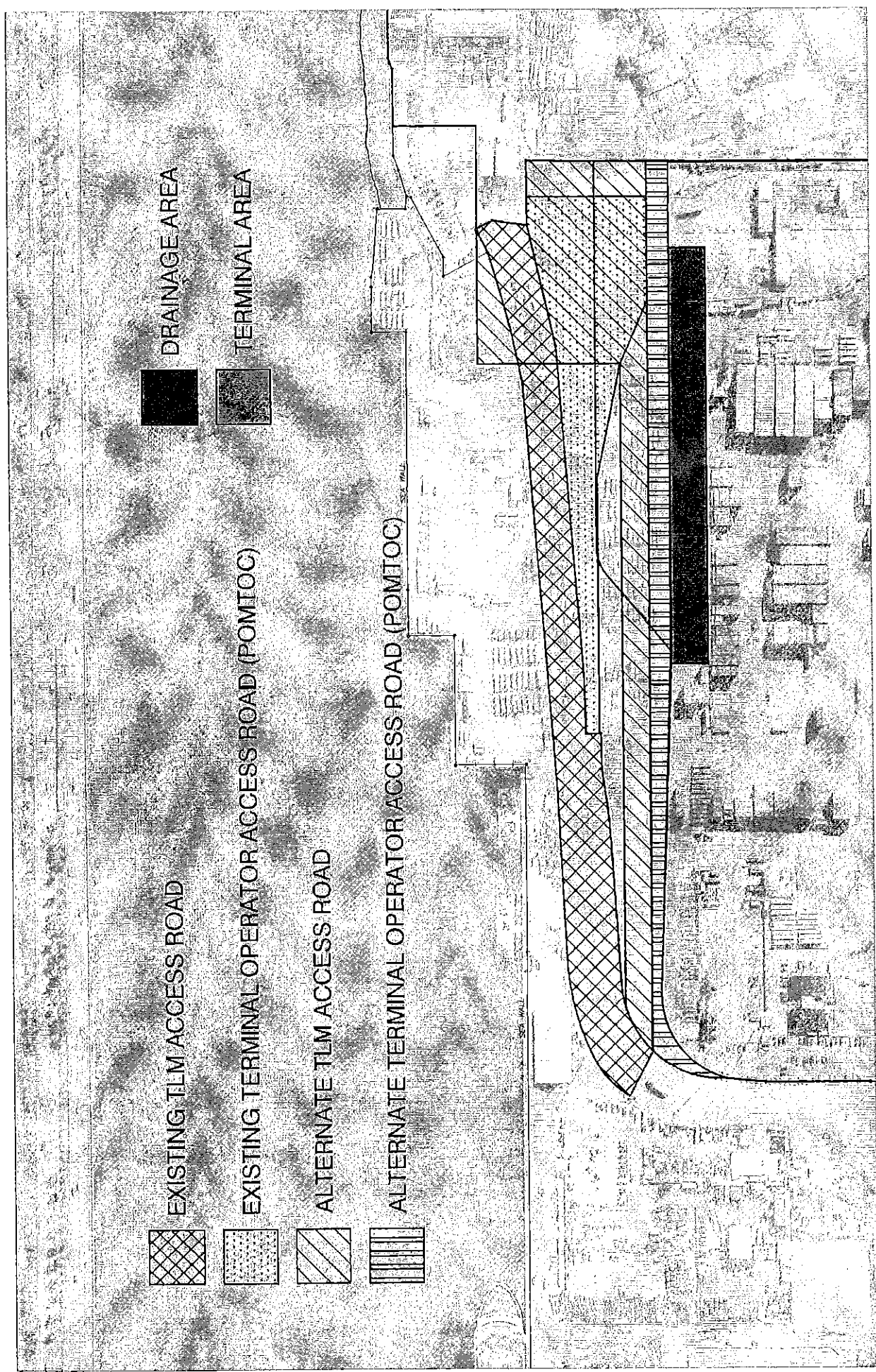
E) Crane Assignment. The Port will allocate a minimum of four cranes for preferential (non-exclusive) use by OPERATOR, provided OPERATOR is meeting Throughput Guarantees and acreage requirements and provided further that Port may assign OPERATOR alternative berth space, not necessarily between bays 117 and 148 as necessary to accommodate OPERATOR's need for a minimum of four gantry cranes. Port may assign additional cranes as available, and enter into discussions with OPERATOR or third parties for the addition of new cranes.

F) No Subordination. Notwithstanding and prevailing over any contrary term or implication contained herein, in no event shall the County be obligated to subordinate, hypothecate or otherwise encumber its fee simple ownership interest in the Terminal Area or any other Port property. Any attempt by or on behalf of OPERATOR or other partners, agents, affiliates, designees, contractors, subcontractors (of any tier), permitted assignees, invitees or guests, to pledge, hypothecate, subordinate or otherwise encumber the Terminal Area or any other County owned property shall be void ab initio.

### Section 5. OPERATOR Commitments to the County.

5.A) On the Effective Date of this Restated Agreement, The Land Rental Rate and Minimum Guaranteed Throughput shall be governed by Exhibit "A" and by the terms contained in Section 5.B and Section 5.D, respectively, and OPERATOR will retain one-hundred percent (100%) of revenues derived from refrigerated storage within its Terminal Area.

5.B) Land Rent. As set forth in Exhibit A, beginning October 1, 2014 through the conclusion of the Initial Term and any Renewal Term, there shall be a land rent rate. During the initial term, OPERATOR agrees to pay the County scheduled land rent rates per gross square foot of the Terminal



\* Above numbers are approximations  
 \* Exact acreage subject to future legal survey of areas

<div> <div>PORTMIAMI</div> <div>1015 North America Way Miami, Florida 33132</div> </div>	<div> <div>Project</div> <div>EXHIBIT 3 TO AMENDMENT NO. 1</div> </div>	<div> <div>Date: 04/01/16</div> <div>Drawn by:</div> <div>Scale: N.T.S.</div> <div>Page:</div> </div>			
		<div> <div>Drawing:</div> <div>ROADWAY RIGHT OF WAY DIAGRAM</div> </div>			



# RELOCATION OF CARGO ROAD, UTILITIES FOR CANOPIES, AND PARKING LOT 2299 EAST PORT BOULEVARD

MIAMI, FL. 33132

PROJECT NO. 2016-001.01

APRIL, 2016

## T-Y-LIN INTERNATIONAL

201 ALHAMBRA CIRCLE SUITE 900  
CORAL GABLES, FLORIDA 33134  
PHONE: (305) 567-1888  
FAX: (305) 567-1771  
EB00002017

# PORTMIAMI



Delivering Excellence Every Day

Honorable Carlos A. Gimenez  
Mayor

### BOARD OF COUNTY COMMISSIONERS

Honorable Jean Monestime Chairman

District 2

Honorable Esteban Bovo Jr., Vice-Chairman

District 13

Honorable Barbara J. Jordan

Honorable Audrey Edmonson

Honorable Sally A. Heyman

Honorable Bruno A. Bartelro

Honorable Rebeca Sosa

Honorable Xavier L. Suarez

Honorable Danielia Levine Cava

Honorable Dennis C. Moss

Honorable Javier D. Souto

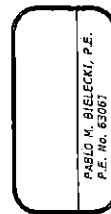
Honorable Juan C. Zapata

Honorable Jose "Pepe" Diaz

JUAN KURYLA  
Port Director

100% SUBMITTAL  
MAY 3, 2016

NOTE: THE SCALE OF THESE PLANS MAY HAVE  
CHANGED DUE TO REPRODUCTION.



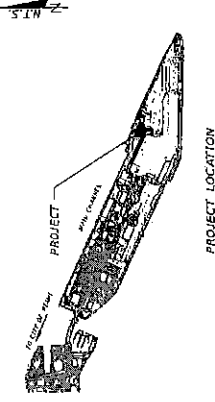
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16096155

MIAMI-DADE COUNTY PROJECTS DEPT. OF HOME - 1418 AND 1400/2016/04/01/01 - THE DATED 2016

**T-Y-LIN INTERNATIONAL**  
201 ALHAMBRA CIRCLE SUITE 900  
CORAL GABLES, FLORIDA 33134  
PHONE: (305) 567-1888  
FAX: (305) 567-1771  
EB00002017



SHEET NO.	DESCRIPTION
1	COVER
2	INDEX OF DRAWINGS
3	GENERAL NOTES
4	TYPICAL SECTION
5	SUMMARY OF QUANTITIES
6	PROJECT LAYOUT
7-8	ROADWAY PLANS
9	PARKING LOT DETAILS
10-11	CANOPY RELOCATION DETAILS - CIVIL
12	ELECTRICAL GENERAL NOTES
13-14	CANOPY RELOCATION DETAILS - ELECTRICAL
15	ELECTRICAL DETAILS
16-17	SIGNING AND PAVEMENT MARKING PLANS
18	CONSTRUCTION PHASING PLAN

RELOCATION OF CARGO ROAD  
UTILITIES OF CANOPIES AND PARKING LOT  
INDEX OF DRAWINGS  
PROJECT NO. 2016-001.01

**WARNING**

The record contains Sensitive Security Information that is controlled under 49 CFR Part 1.120. No part of this record may be disclosed to persons without "need to know" as identified in 49 CFR 1.120-5, except with the written permission of the Security Unauthorities. Release may result in a penalty or other action. For U.S. Government agencies, double disclosure is governed by U.S.G. 552 and 49 CFR 1.120.

DATE	TIME	BY	REMARKS
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10/10/2010	10:00	101	REVIEW 100 %
10/10/2010	10:00	101	REVIEW 100 %
10/10/2010	10:00	101	REVIEW 100 %

## REVISIONS

No.	DESCRIPTION	DATE
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PAULO N. BICKEL, P.E.  
No. 63067

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Order No.

Doc: 532016

**GENERAL NOTES:**

1. ALL WORK TO BE PERFORMED SHALL COMPLY WITH THE REQUIREMENTS OF THE FLORIDA BUILDING CODE (F.B.C.) 2014 EDITION AND ZONING ORDINANCES APPLICABLE AND ANY AGENCY HAVING JURISDICTION ON THIS PROJECT.
2. CONTRACTOR SHALL NOT SCALE DRAWINGS TO OBTAIN DIMENSIONS. ANY DIMENSIONS NOT INDICATED ON DRAWINGS SHALL BE CONFIRMED WITH ENGINEER OF RECORD PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS, ANY DISCREPANCIES WITH THE DRAWINGS, DIMENSIONS AND COORDINATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD AND/OR PORTMIAMI REPRESENTATIVE PRIOR TO FABRICATION AND WORK.
4. CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER OF RECORD AND/OR PORT REPRESENTATIVE OF THE EXISTENCE OF ANY OBSERVED VIOLATIONS BETWEEN THE CONTRACT DOCUMENTS AND ANY APPLICABLE CODES OR ORDINANCES.
5. THE CONTRACTOR IS TO EXERCISE CARE DURING ANY DEMOLITION AND REMOVAL TO ASSURE THAT ITEMS SCHEDULED FOR DEMOLITION AND REMOVAL ARE PROPERLY REMOVED SO AS TO MINIMIZE DAMAGE TO THE SURROUNDING AREAS. ITEMS SCHEDULED TO BE REMOVED SHALL BE REMOVED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND DISPOSED OF AS REQUIRED BY LOCAL AND STATE CODES AND AS REQUIRED BY AUTHORITIES HAVING JURISDICTION.
6. THE CONTRACTOR SHALL CAREFULLY EXERCISE ALL WORK TO AVOID UNNECESSARY DAMAGE TO EXISTING ITEMS SCHEDULED TO REMAIN IN PLACE INCLUDING BUT NOT LIMITED TO EXISTING MECHANICAL, ELECTRICAL & LIGHTING EQUIPMENT.
7. THE CONTRACTOR IS TO PROVIDE SECURITY BARRIERS AND OTHER APPLICABLE DEVICES AS REQUIRED BY THE CONTRACT DOCUMENTS AND/OR LOCAL AND STATE CODES AND REQUIREMENTS. THE CONTRACTOR SHALL MAINTAIN THE BARRIERS AND OTHER DEVICES IN PLACE UNTIL THE PROJECT IS COMPLETED AND THE SITE IS RESTORED TO ITS ORIGINAL CONDITION. THE CONTRACTOR SHALL MAINTAIN THE BARRIERS AND OTHER DEVICES IN PLACE UNTIL THE PROJECT IS COMPLETED AND THE SITE IS RESTORED TO ITS ORIGINAL CONDITION.
8. REMOVED EQUIPMENT AND MATERIALS NOT BEING REUSED OR RETURNED TO OWNER SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF BY THE CONTRACTOR.
9. THE MATERIALS SPECIFIED ON THESE DRAWINGS AND USED ON THIS PROJECT SHALL NOT CONTAIN ASBESTOS OR LEAD.
10. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICE REQUIRED TO COMPLETE THE PROJECT AS NOTED IN THE PLANS AND SPECIFICATIONS.
11. PRIOR TO SUBMITTING BID, IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR(S) TO FAMILIARIZE THEMSELVES WITH ALL THE EXISTING CONDITIONS OF THE SITE RELATIVE TO THE SCOPE OF WORK RELATING TO THIS PROJECT. MATERIALS HANDLING, STORAGE AND DELIVERY, WORKING SPACE AVAILABLE, SAFETY PRECAUTIONS REQUIRED, AND ALL OTHER CONDITIONS NECESSARY FOR THE MAKING OF AN ACCURATE AND COMPLETE PROJECT BID. NO INCREASE IN PROJECT COST WILL BE ALLOWED FOR FAILURE OF THE CONTRACTOR TO KNOW EXISTING SITE CONDITIONS.
12. CONTRACTOR SHALL REMOVE ALL DEBRIS AT THE END OF EACH WORKDAY. CONTRACTOR WILL FURNISH OWN DUMPSTER FOR TRASH AND DEBRIS STORAGE UNTIL HE CAN REMOVE SUCH FROM PREMISES. AREAS SHALL BE CLEANED UP AND PROTECTED AT ALL TIMES.
13. ALL SUB-CONTRACTORS SHALL BE LICENSED BY THE STATE OF FLORIDA AND MIAMI-DADE COUNTY.
14. THE CONTRACTOR AND ALL SUB-CONTRACTORS SHALL BE REQUIRED TO FIELD CHECK AND VERIFY ALL EXISTING CONDITIONS AND BE RESPONSIBLE FOR COORDINATION OF SAME. NOTIFY THE PORTMIAMI REPRESENTATIVE IN WRITING IF ANY DISCREPANCY EXISTS.
15. THE CONTRACTOR SHALL INSTALL ALL MATERIALS ACCORDING TO MANUFACTURER'S RECOMMENDED SPECIFICATIONS. THE CONTRACTOR SHALL SUBMIT IN WRITING TO THE ENGINEER AND/OR PORTMIAMI REPRESENTATIVE IF BECAUSE OF UNFORESEEN CONDITIONS, ANY MATERIAL CANNOT BE INSTALLED ACCORDING TO SPECIFICATIONS PRIOR TO INSTALLATION.
16. THE CONSTRUCTION NOTES AND DRAWINGS ARE SUPPLIED TO ILLUSTRATE THE DESIGN AND THE GENERAL TYPE OF CONSTRUCTION DESIRED AND ARE INTENDED TO REQUIRE TO THE FINEST QUALITY OF CONSTRUCTION, MATERIAL AND WORKMANSHIP THROUGHOUT.
17. PROTECTION, CLEAN UP, AND LIFE SAFETY:
  - 17.1 THE CONTRACTOR SHALL PROTECT THE EXISTING BUILDING, ADJOINING SPACES, STRUCTURAL COMPONENTS, FINISHES, ELECTRICAL, MECHANICAL & PUMING DEVICES & EQUIPMENT FROM DAMAGE, AND SHALL BE LIABLE FOR ANY DAMAGE TO SAME. PATCHING, REPAIRING AND/OR REPLACING OF DAMAGED WORK, ITEMS & DEVICES SHALL BE DONE BY THE CONTRACTOR TO MATCH EXISTING AT NO EXTRA COST TO THE OWNER.
  - 17.2 THE CONTRACTOR IS ADVISED THAT THE PROJECT SITE AND NEARBY BUILDINGS ARE ACTIVE FACILITIES. THE CONTRACTOR SHALL ENSURE THAT DURING CONSTRUCTION THE LOCATION REMAINS SAFE FOR USE BY THE TENANTS, EMPLOYEES AND THE PUBLIC. THE CONTRACTOR SHALL HAVE MECHANICAL FASTENERS ON ANY NEW AND EXISTING TO REMAIN, PANELS IN PLACE IN ORDER TO PREVENT THE FALLEN FROM FALLING.
  - 17.3 EACH TRADE CONTRACTOR SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING TO PREVENT ANY DIRT OR DUST FROM CONTAMINATING AREAS ADJACENT TO THE AREA UNDER CONSTRUCTION. EACH TRADE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN UP AREAS OUTSIDE THE BARRICADED AREAS WHICH REMAIN IN USE BY THE OWNER DURING THE CONSTRUCTION PHASE.
  - 17.4 THE CONTRACTOR SHALL BE RESPONSIBLE FOR INTERIM LIFE SAFETY MEASURES AS REQUIRED BY THE FIRE MARSHAL.
  - 17.5 THE CONTRACTOR SHALL KEEP THE PROJECT SITES / AFFECTED BUILDINGS WATER TIGHT AND AIR TIGHT ALL THE TIME DURING THE ENTIRE DURATION OF THE PROJECT.
18. CONTRACTOR SHALL COORDINATE THE PROJECT SCHEDULE WITH THE PORTMIAMI CRUISE DERTHING AND CARGO SCHEDULES TO EXECUTE AND COMPLETE THE PROJECT IN COORDINATION WITH THE ON-GOING HOURS AND OPERATIONS OF THE PORT.
19. DELIVERY OF MATERIALS SHALL BE COORDINATED AND SCHEDULED WITH THE PORT'S REPRESENTATIVE.
20. SAFETY:
  - 20.1 ALL EQUIPMENT USED ON THE JOB SHALL BE OPERATED PER OSHA REGULATIONS.
  - 20.2 DURING ANY WELDING OR SOLDERING OPERATIONS REQUIRING THE USE OF TORCHES, THE CONTRACTOR SHALL MAINTAIN PERSONNEL WITH FIRE EXTINGUISHERS AT THE WORK LOCATIONS.
  - 20.3 PERSONAL PROTECTIVE EQUIPMENT (PPE) SUITABLE FOR THE GIVEN TASK AT HAND SHALL BE PROVIDED AND WORN IN ACCORDANCE WITH OSHA REGULATIONS.

**SCHEDULING:**

- 21.1 PRIOR TO BEGINNING ANY WORK, THE CONTRACTOR SHALL FURNISH A CONSTRUCTION SCHEDULE SHOWING THE CHRONOLOGICAL PHASES OF HIS WORK, AND ALL RELATED WORK FOR THE COMPLETION OF THE PROJECT. THIS SCHEDULE SHALL INDICATE ALL ORDERING LEAD TIME, LENGTH OF TIME FOR EACH PHASE, ITS START AND COMPLETION, WITH A PROJECTED COMPLETION DATE.
- 21.2 THE CONTRACTOR SHALL COORDINATE SCHEDULE WITH THE OWNER FOR ACCESS TO THE SPACE, WORKING HOURS, DELIVERY OF MATERIALS, AND REMOVAL OF CONSTRUCTION DEBRIS, AND SHALL NOT PERMIT HIS SUBCONTRACTORS, PERSONNEL, OR SUPPLIERS TO INTERFERE WITH NORMAL OPERATIONS OF THE FACILITY.
- 21.3 FOR DEMOLITION AND CONSTRUCTION REQUIRING POWER OR NOISE GENERATING TOOLS, OR INSTALLATION OF PRODUCTS WITH STRONG ODORS, THE CONTRACTOR SHALL SUPPLEMENT VERIFICATION IF REQUIRED BY THE OWNER.
22. THE CONTRACTOR GUARANTEES AND WARRANTS THAT ALL WORK PERSONNEL SHALL BE PROTECTED FROM OBJECTS IN MATERIALS AND DAMAGE DISCOVERED DURING SAID PERIOD. SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AS DIRECTED IN WRITING BY THE ENGINEER WITH NO COST TO THE OWNER.
23. THE CONTRACTOR SHALL ASSEMBLE ALL REQUIRED GUARANTEES, WARRANTIES, AND MAINTENANCE CONTRACTS EXECUTED BY EACH OF THE RESPECTIVE MANUFACTURERS, SUPPLIERS, AND SUBCONTRACTORS. THE CONTRACTOR SHALL SUBMIT THE ABOVE INFORMATION TO THE PORT REPRESENTATIVE IN A TABBED 3 RING BINDER.

**IDENTIFICATION:**

- 24.1 PORTMIAMI WILL NOT HAVE CONTROL WILL NOT BE IN CHARGE OF, AND WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. SINCE THESE ARE THE RESPONSIBILITIES OF THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. PORTMIAMI WILL NOT HAVE CONTROL OVER, WILL NOT BE IN CHARGE OF, AND WILL NOT BE RESPONSIBLE FOR ACTS OR OMISSIONS OF THE CONTRACTOR, SUB-CONTRACTOR, OR THEIR AGENCY EMPLOYEES OR ANY OTHER PERSONS OR ENTITIES PERFORMING PORTIONS OF THE WORK.
25. CONTRACTOR SHALL PROVIDE HIS OWN LINE AND GRADE FROM HORIZONTAL AND VERTICAL CONTROL. CONTRACTOR SHALL ALSO PROVIDE "AS BUILT" GRADES CERTIFIED BY A REGISTERED LAND SURVEYOR AS REQUIRED BY THE CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT.
26. BID PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE ENGINEER.
27. THE CONTRACTOR SHALL USE SWEEPER (USING WATER) OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO THE WORK.
28. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING EXISTING INFILTRATE CLEAN OF DEBRIS AND ANY OTHER MATERIALS USED DURING CONSTRUCTION. THIS SHALL BE DONE DURING THE CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER AND FOLLOWING THE FOOT EROSION CONTROL MANUAL. ALL EXISTING LINES AND STRUCTURES SHALL BE CLEANED PRIOR TO FINAL INSPECTION AND ACCEPTANCE.
29. THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS FOR ALL ITEMS LISTED IN THE PROJECT SPECIFICATION (WHERE APPLICABLE).
30. EXISTING GRADINGS WERE TAKEN FROM THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH CURRENT SITE CONDITIONS, AND SHALL REPORT ANY DISCREPANCIES PRIOR TO STARTING WORK.
31. CONTRACTOR SHALL IMPLEMENT AND ENFORCE ALL UPDES EROSION AND SEDIMENT CONTROL RULES AND REGULATIONS.
32. ALL EXCAVATED MATERIAL REMOVED FROM THIS PROJECT SHALL BE DISPOSED OF PROPERLY BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
33. ALL EXISTING DRAINAGE STRUCTURES AND PIPES ARE TO REMAIN AND TO BE PROTECTED UNLESS OTHERWISE SPECIFIED AND APPROVED.
34. CONTRACTOR SHALL REQUEST PART OF MIAMI MAINTENANCE DIVISION TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

**ENVIRONMENTAL NOTES**

1. ANY MATERIAL TO BE STOCKPILED FOR PERIODS GREATER THAN 24 HOURS SHALL BE PROTECTED BY APPROPRIATE EROSION CONTROL DEVICES.
2. THE CONTRACTOR SHALL REVIEW ENVIRONMENTAL REQUIREMENTS OF ANY PROPOSED STAGING AREAS WITH THE PROJECT ENGINEER AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO USE.

**LIGHTING NOTES**

1. REFER TO PORT STANDARD INDEX 17502 FOR ELECTRICAL CONNECTIONS AND STRUCTURAL FOUNDATIONS REQUIREMENTS.

**ABBREVIATIONS**

1. CCTV CLOSED CIRCUIT TELEVISION
2. COAST CONSTRUCT
3. DBI DITCH BOTTOM INLET
4. EL ELEVATION
5. SFCT SOUTH FLORIDA CONTAINER TERMINAL
6. HMLP HIGH MAST LIGHT POLE
7. PORTOC PORT OF MIAMI TERMINAL OPERATING COMPANY

PROJECT NO. 2016-001.01		RELOCATION OF CARGO ROAD UTILITIES OF CANPIES AND PARKING LOT		GENERAL NOTES	
PREPARED BY: TMLIN		DATE: 01/11/2016		SCALE: 1"=10'	
DRAWING HISTORY		REVISIONS		SEAL	
NO.	DESCRIPTION	DATE	BY	DATE	BY
1	ISSUED FOR PERMIT	01/11/2016	ML		
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## PROJECT NO: 2016-001.01

**WARNING**  
This record contains  
Sensitive Security  
Information that is  
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Part 1520. No part of this  
record may be disclosed to  
persons without "need to  
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CFR 1520.5, except with  
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DRAWING HISTORY		REVISIONS	
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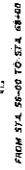
PABLO M. BIELECKI, P.E.  
No. 63051

FILE NAME: TYPICAL SECTION  
PROJECT: 2015-2016

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PROJECT NO. 2016-001.01

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT	PLAN QTY
	ELECTRICAL		
635 1 11	PULL & JUNCTION BOX, F&I, PULL BOX	EA	5
639 7420	ELECTRICAL POWER SERVICE, RELOCATE, UNDERGROUND	EA	4
639 7707	POWER SERVICE - POWER UNIT, RACK MOUNT ASSEMBLY	EA	4
630 1 12	CONDUIT, FURNISH & INSTALL UNDERGROUND	LF	974
775-196	HIGH MAST LIGHT POLE, RELOCATE	EA	3
775-196	LIGHTING - CONDUIT, F&I UNDERGROUND	LF	300
715 2 11	LIGHTING - PULL BOX, F&I, ROADSIDE-MOUNTED	EA	3

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT	PLAN QTY
	SIGNING AND PAVEMENT MARKINGS		
700 1 50	SINGLE POST SIGN, RELOCATE	AS	8
0701 17	THERMOPLASTIC REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF	20000
711 1-1211-3	THERMOPLASTIC STANDARD, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	GM	1 1162
711 1-1212-3	THERMOPLASTIC STANDARD, WHITE, SOLID, 12"	LF	48
711 1-1212-4	THERMOPLASTIC STANDARD, WHITE, SOLID, 18"	LF	1070
711 1-1212-5	THERMOPLASTIC WHITE, SOLID, 24"	LF	284
711 1-1214-1	THERMOPLASTIC STANDARD, WHITE, 2-4 DOTTED GUIDELINE / 6-10 GAP EXTENSION, 5'	GM	1271
711 1-1215-0	THERMOPLASTIC STANDARD, WHITE, MESSAGE ON SYMBOL	EA	18
711 1-1216-231	THERMOPLASTIC YELLOW, SKIP 6" (12/4)	LF	122
711 1-1217-0	THERMOPLASTIC STANDARD, WHITE, ARROW, ARROWS (LEFT TURN-THRU COMBINATION DIRECTIONAL ARROW)	EA	1
711 1-1217-0	THERMOPLASTIC STANDARD, WHITE, ARROW, ARROWS (RIGHT TURN-THRU COMBINATION DIRECTIONAL ARROW)	EA	3
711 1-1217-0	THERMOPLASTIC STANDARD, WHITE, ARROWS (STRAIGHT DIRECTIONAL ARROW)	EA	52
711 1-1217-0	THERMOPLASTIC STANDARD, WHITE, ARROWS (STRAIGHT DUAL DIRECTIONAL ARROW)	EA	4
711 1-1222-4	THERMOPLASTIC STANDARD, YELLOW, SOLID, 18"	LF	674
711 1-1416-2	THERMOPLASTIC STD - OTHER SURFACES, WHITE, SOLID, 8"	GM	0242
711 1-1510-1	THERMOPLASTIC STD - OTHER SURFACES, WHITE, SOLID, 6"	GM	3083
711 1-1620-2	THERMOPLASTIC STD - OTHER SURFACES, YELLOW, SOLID, 6"	GM	1300
711 1-1620-2	THERMOPLASTIC STANDARD - OTHER SURFACES, YELLOW, SOLID, 8"	MM	0185
700 1-17	SINGLE POST FA / GM <12 SF	AS	11
700 1-17	SINGLE POST FA / GM, 12-20 SF	AS	2

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT	PLAN QTY
	ROADWAY		
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
110-1-1	CLEANING AND GRUBBING	LS	1
102 71 11	BARRIER WALL TEMPORARY, F&L CONCRETE	LF	648
102-89-7	TEMPORARY CRASH CUSHION	LY	3
327- 70- 1	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE)	SY	28669
327- 70- 5	MILLING EXISTING ASPHALT PAVEMENT (2" AVERAGE)	SY	10963
334- 1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (110LBS/SY)-INJ	TN	5386
519 78	BOLLARDS	EA	49
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SF	429.65
550-2	TYPE B FENCE	LF	5014
000-0-000	RELOCATE SECURITY BOOTH (INCLUDES ALL STRUCTURAL COMPONENTS)	EA	8
000-0-000	RELOCATE FANOLIES (INCLUDES ALL STRUCTURAL COMPONENTS)	EA	7

**WARNING**  
This record contains  
Sensitive Security  
Information that is  
controlled under 49 CFR  
Part 1520. No part of this  
record may be disclosed to  
persons without "need to  
know" as identified in 49  
CFR 1520.5, except with  
the written permission of  
the Secretary of Homeland  
Security. Unauthorized  
release may result in civil  
penalty or other action.  
For U.S. Government  
agencies, public disclosure  
is governed by E.O. 1552

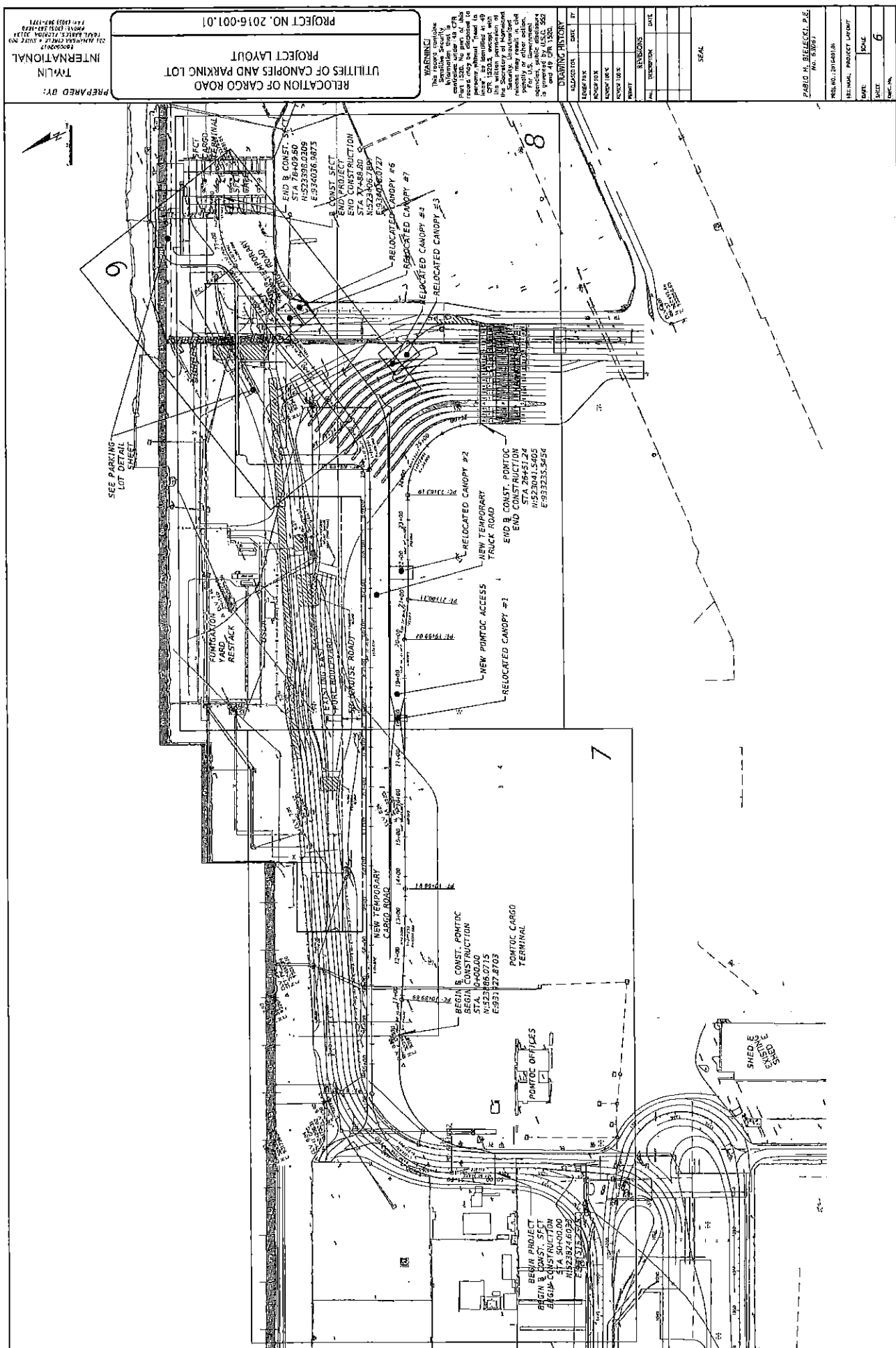
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	REVIEWED FOR		
	REVIEWED FOR		
	REVIEWED FOR		
	REVIEWED FOR		
	REVIEWED FOR		

REVISIONS		
NO.	DESCRIPTION	DATE

SEAL

PABLO M. BIELECKI, P.E.  
No. 63051

PROJ. NO.: 2010-001-01	SUMMARY OF QUANTITIES	
PRE NAME:	QNTG	SCALE
		5
DWC NO.		





RELOCATION OF CARGO ROAD  
UTILITIES OF CANOPIES AND PARKING LOT  
ROADWAY PLANS  
(J)  
PROJECT NO. 2016-001.01

**WARNING**  
This record contains  
Sensitive Security  
Information that is  
controlled under 49 CFR  
1520. No part of this  
record may be disclosed  
to persons without "need to  
know" as identified in 49  
CFR 1520.3, except with  
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penalty or other action.  
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agencies, public disclosure  
is governed by U.S.C. 552  
and 49 CFR 1520.

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PAOLO M. BIELECKI, P.E.  
No. 63061

100-107-1041

THE WORLD

DATE	SCALE	7
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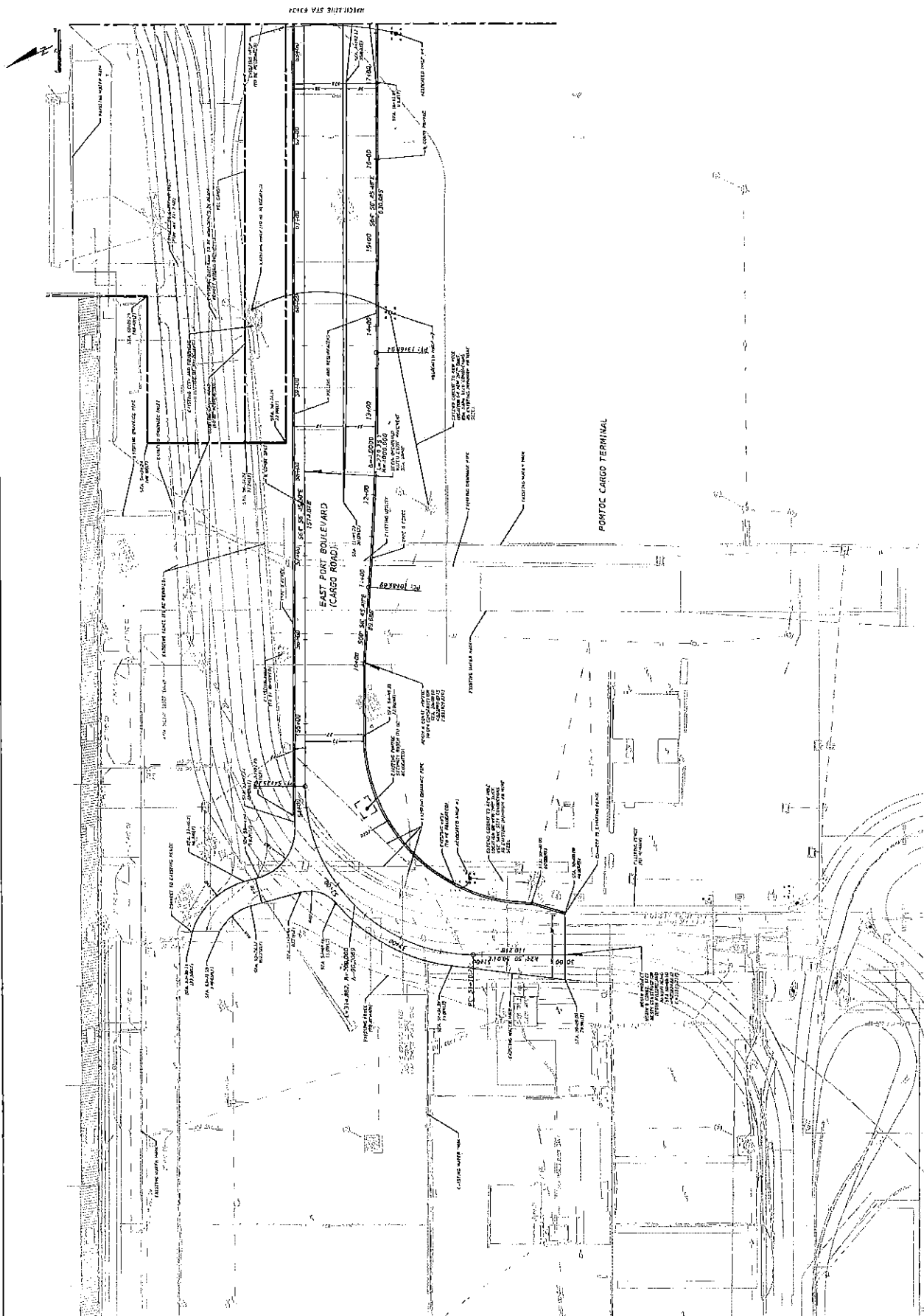
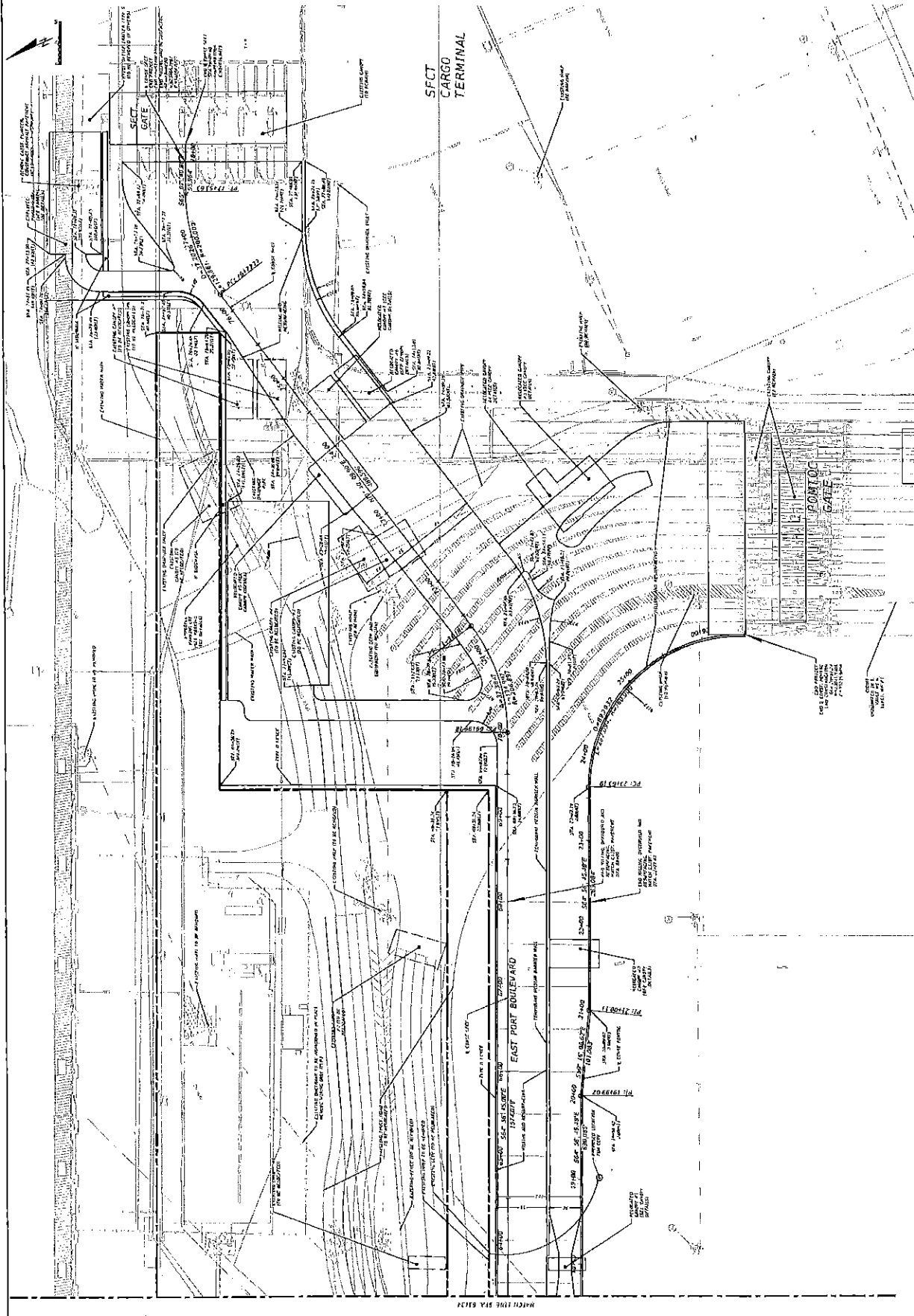
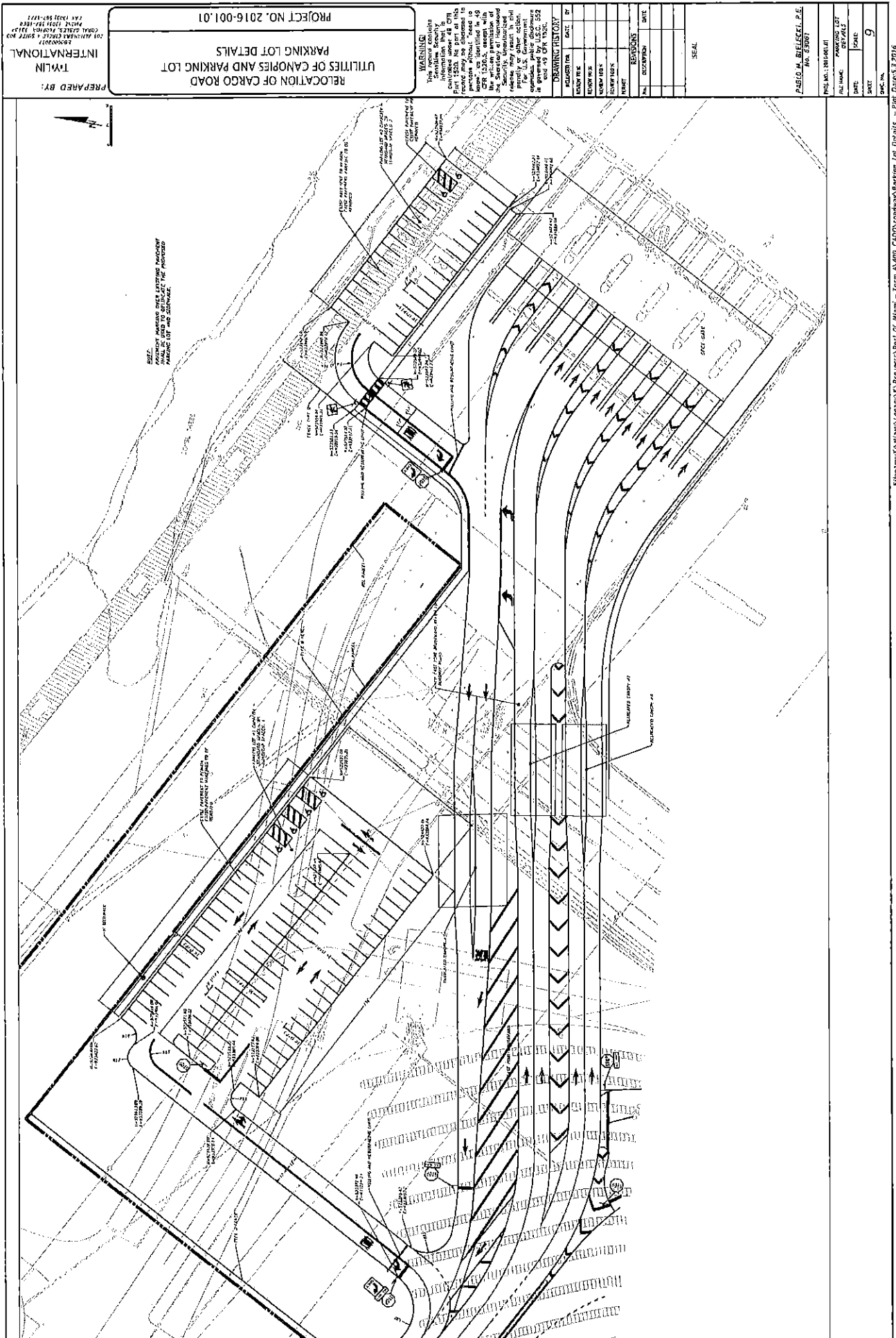
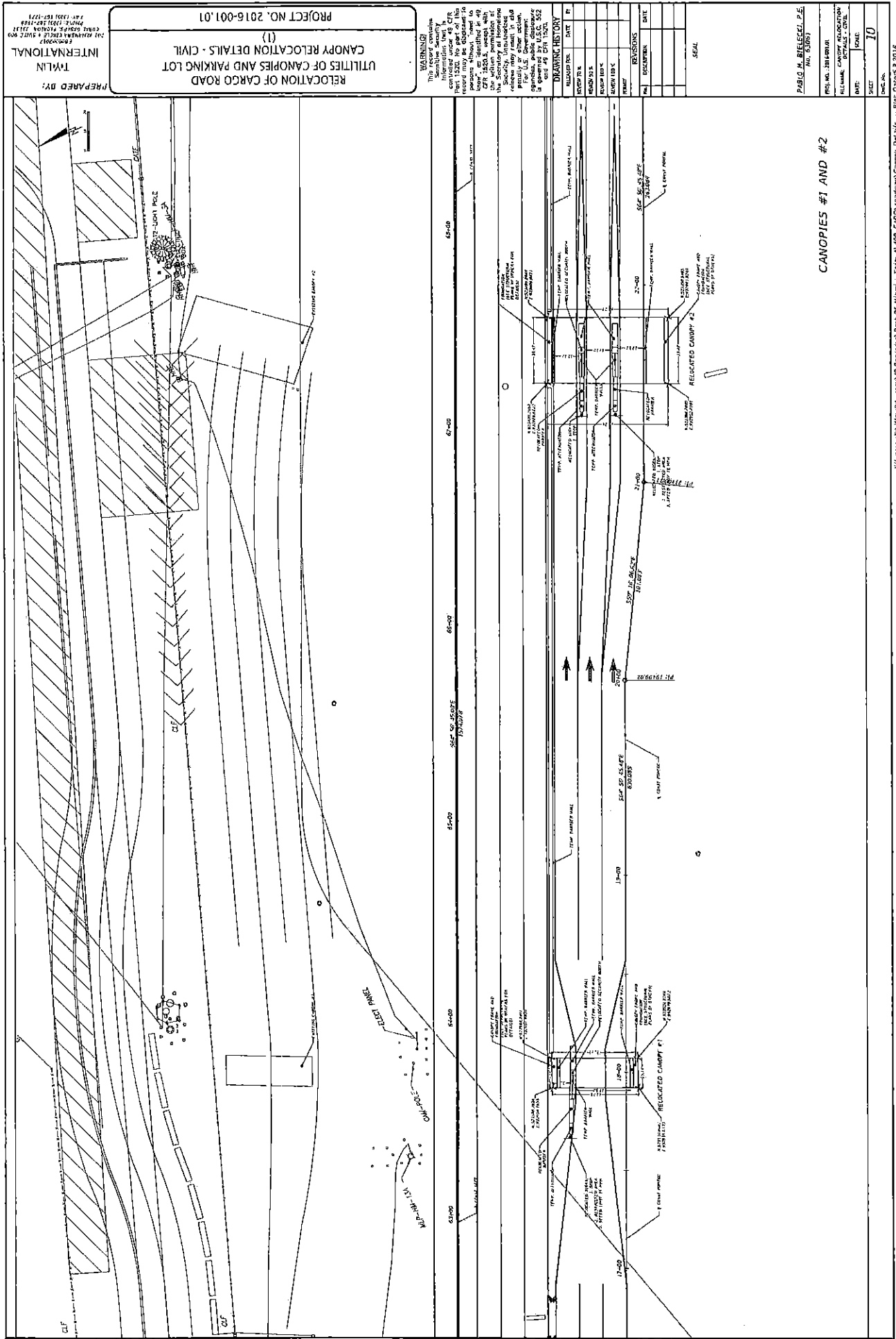
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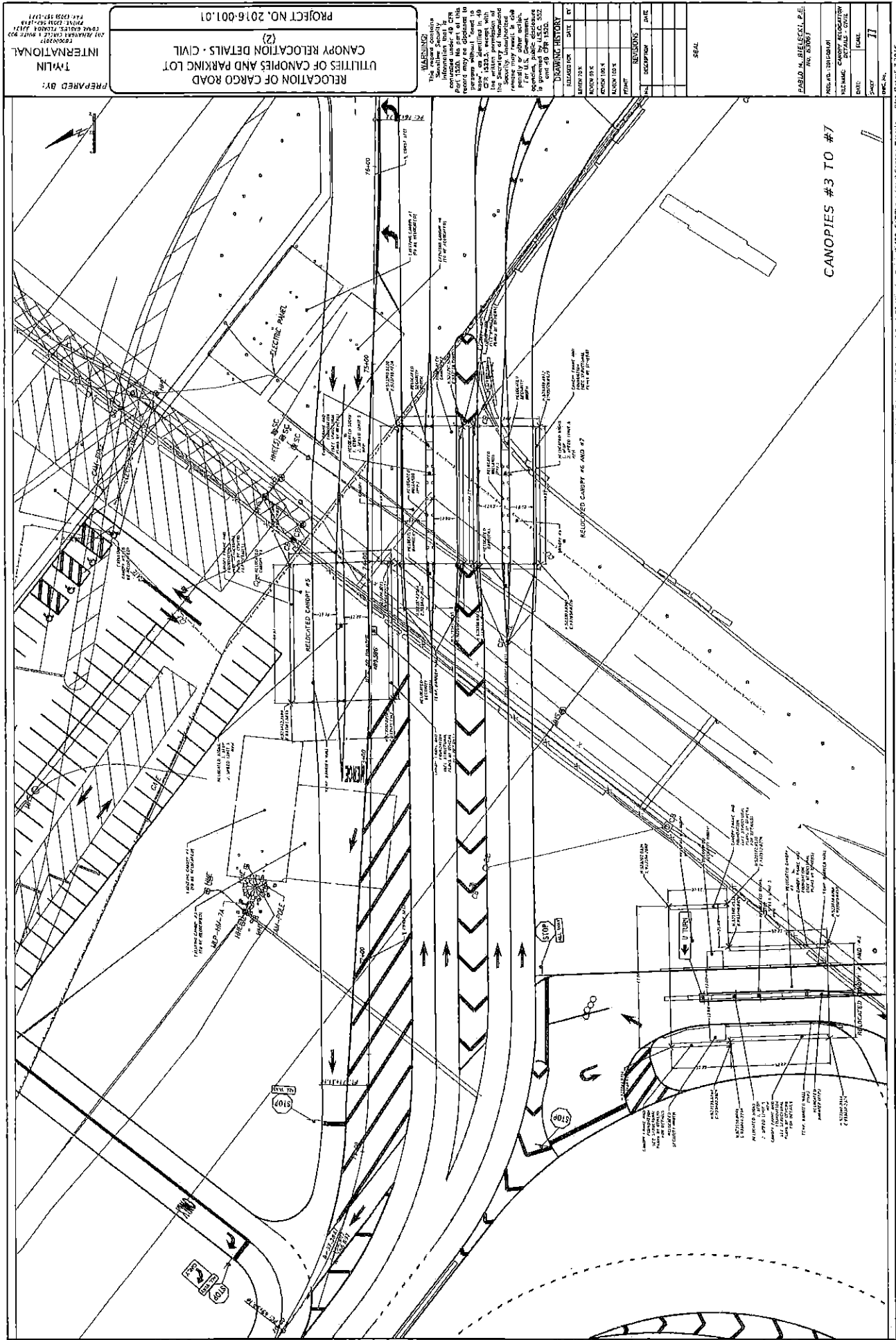
EXHIBIT 4



PROJECT NO. 2016-001.01		RELOCATION OF CARGO ROAD UTILITIES OF CANOPIES AND PARKING LOT	
(2)		ROADWAY PLANS	
PREPARED BY: TWILIN INTERNATIONAL		DATE: 10/10/16	
DRAWING HISTORY		DATE: 10/10/16	
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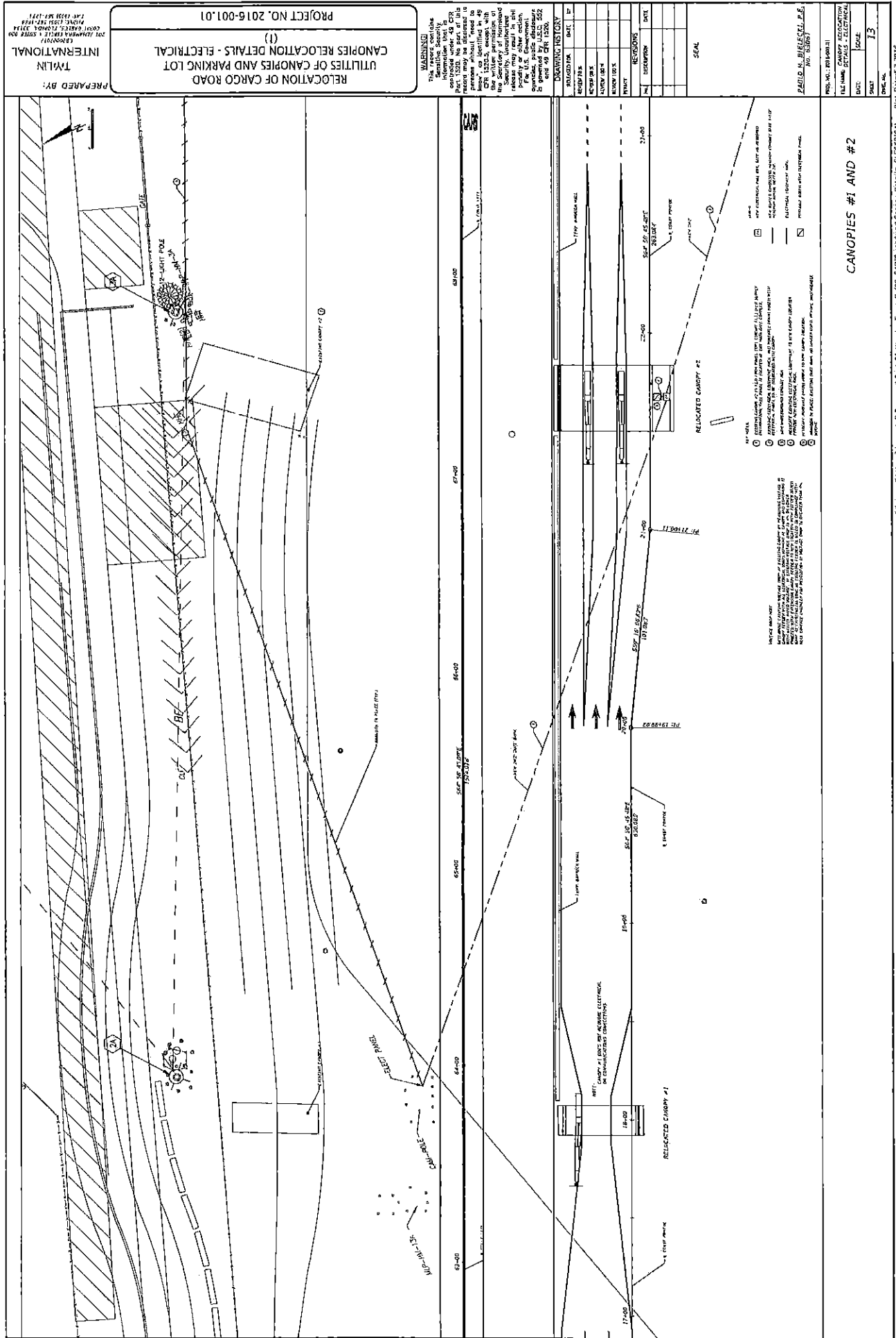


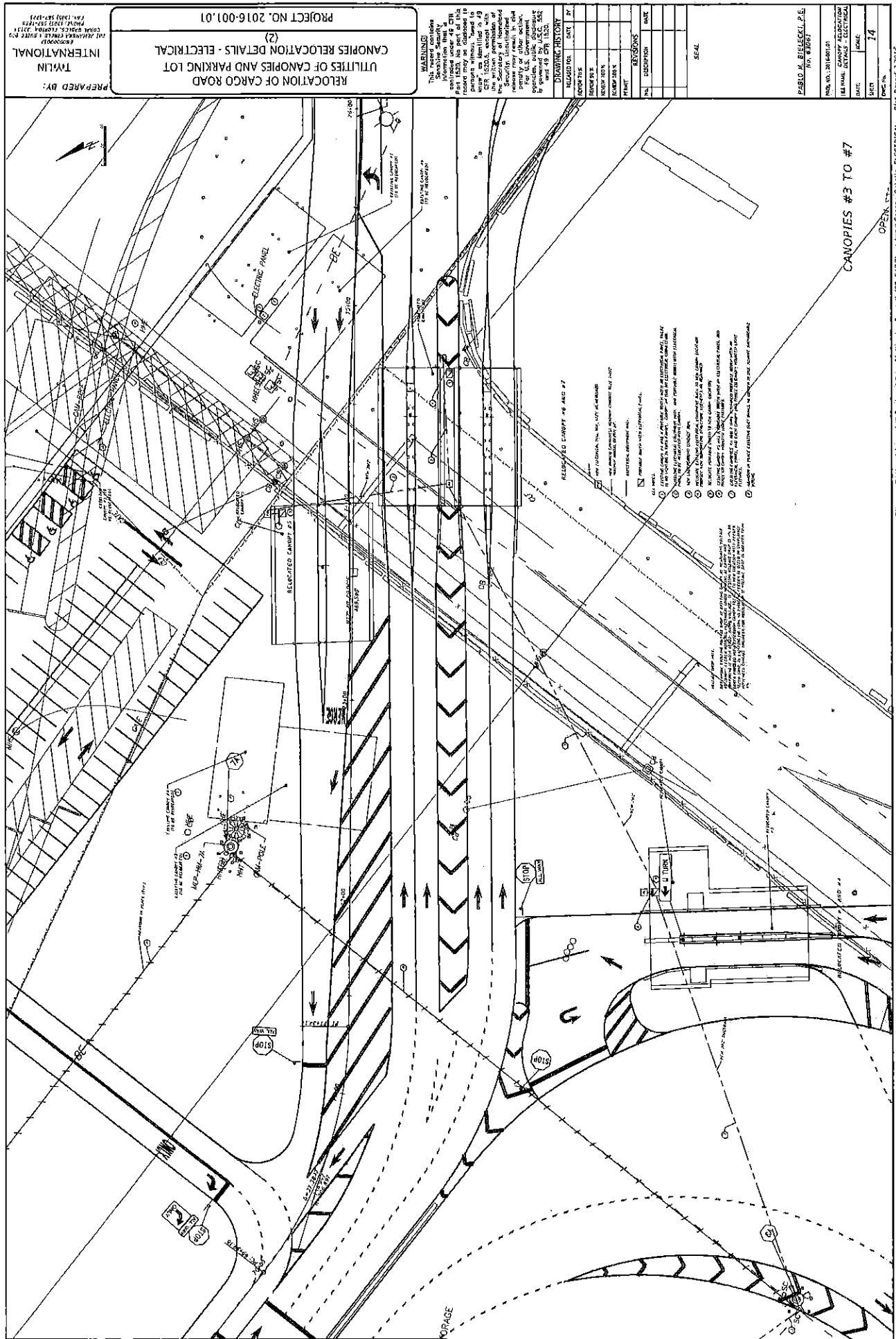
## GENERAL ELECTRICAL NOTES

- THE FOLLOWING ARE GENERAL ELECTRICAL NOTES AND REQUIREMENTS PER PORTLAND CONSTRUCTION STANDARDS. NOT ALL NOTES MAY APPLY TO THIS PROJECT. CONTRACTOR SHALL ISSUE A REQUEST FOR INFORMATION (RFI) DURING THE BID PROCESS IF HE HAS ANY DOUBTS OR QUESTIONS REGARDING ANY OF THESE NOTES/REQUIREMENTS AND HOW THEY MAY APPLY TO THIS PROJECT. ONCE THE PROJECT HAS BEEN AWARDED, THE CONTRACTOR FULLY ACCEPTS, AND MUST ABIDE BY, THESE NOTES/REQUIREMENTS.
- ALL ELECTRICAL WORK TO BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, N.E.C., NATIONAL FIRE PROTECTION ASSOCIATION, AND SHALL COMPLY WITH ALL LOCAL STATE & FEDERAL RULES, REGULATIONS AND ORDINANCES.
- MINIMUM WIRE SIZE SHALL BE 12 AWG EXCLUDING CONTROL WIRING UNLESS OTHERWISE NOTED. ALL CONDUCTORS SHALL BE COPPER WITH THIN INSULATION.
- OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOT WITH THREADED HUBS IN WET OR DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.
- DISCONNECT SWITCHES SHALL BE 600 VOLT A.C. RATED, HEAVY-DUTY, QUICK MAKE, QUICK-BREAK NEW 3R ENCLOSURES UNLESS OTHERWISE NOTED.
- LABELLING: PROVIDE ENGRAVED IDENTIFICATION NAMEPLATES FOR ALL PROPOSED EQUIPMENT AND ENCLOSURES. WHITE LETTERING ON BLACK BACKGROUND, IDENTIFYING NAME, VOLTAGE, PHASE WIRE CONFIGURATION, AND SOURCE OF ELECTRICAL POWER. PROVIDE TYPEWRITTEN PANEL SCHEDULES IN PLASTIC COVER FOR ALL NEW OR MODIFIED PANELS. CLEARLY INDICATING AREA AND TYPE OF LOAD SERVED BY EACH BRANCH CIRCUIT BREAKER.
- INSTALLED SYSTEM SHALL BE COMPLETE AND EFFECTIVELY GROUNDED AS REQUIRED BY THE CURRENT EDITION OF THE N.E.C.. A SEPARATE EQUIPMENT GROUNDING CONDUCTOR (EGC) SHALL BE INSTALLED IN EVERY CONDUIT AND RACEWAY AND SECURELY BUNDLED IN AN APPROVED GROUNDING TERMINAL AT BOTH ENDS OF THE RUN. THE EGC SHALL BE SIZED IN ACCORDANCE WITH ARTICLE 250-132 OF THE N.E.C.. CONTRACTOR SHALL SIZE CONDUIT TO ACCOMMODATE THE EGC.
- IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MAJOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR THE COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL HARDWARE NECESSARY FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
- CONDUIT:
  - ALL EXPOSED CONDUIT AND EXPOSED ELECTRICAL CONDUIT TO BE ELECTRICAL METALLIC TUBING (EMT) UNLESS OTHERWISE NOTED.
  - ALL EXTERIOR EXPOSED ELECTRICAL CONDUIT TO BE GALVANIZED STEEL RIGID METAL CONDUIT (RMC) UNLESS OTHERWISE NOTED.
  - ALL UNDERGROUND ELECTRICAL CONDUIT TO BE P.V.C. SCHEDULE 40 AND MINIMUM 1" SIZE.
  - PROVIDE DUCT-SEAL PUTTY ON ALL CONDUIT ENDS. PROVIDE POLYESTER MULETAP (AS PULLSTRIP) IN ANY SHARE CONDUIT.
  - ALL OTHER REACHWAYS TO COMPLY WITH ALL GOVERNING CODES. WHEN RIGID STEEL IS USED, IT SHALL BE COMPLETELY COATED WITH AN ALKALI AND RUST RESISTANT BITUMASTIC PAINT. COAT. 40. 30. AND THREADED SHALL BE COATED WITH ZINC CHROMATE.
- ALL MATERIALS SHALL BE NEW, U.L. LISTED AND APPROVED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) / BUILDING DEPARTMENT.
- THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND ACCEPTED BY THE PROJECT ENGINEER OF RECORD.
- GUARANTEE ALL MATERIALS AND WORK FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM THE DATE OF ACCEPTANCE.
- VERIFY THE LOCATION OF ALL EXISTING AND PROPOSED ELECTRICAL WORK AND REPORT ANY DISCREPANCIES TO THE PROJECT ENGINEER OF RECORD PRIOR TO STARTING WORK.
- CONTRACTOR SHALL PAY FOR ALL PERMITS, FEES, INSPECTIONS, AND TESTINGS. REIMBURSEMENT MAY BE PROVIDED BY OWNER IF SPECIFIED IN THE CONTRACT.
- ALL CIRCUIT BREAKERS: TWO AND THREE POLE TO BE THERMAL MAGNETIC. COMMON TRIP. NO TIE HANDLES OR TANDEMS WILL BE ACCEPTED.
- ALL FUSES, UNLESS NOTED OTHERWISE, SHALL BE CURRENT LIMITING, TIME DELAY FUSES RATED FOR 200,000 A.I.C.. ALL FUSES FOR SAFETY SWITCHES SHALL BE DUAL ELEMENT, CARTRIDGE TYPE. FUSES SHALL BE THOSE MANUFACTURED BY EITHER BUSSMAN OR LITTELFUSE. THE CONTRACTOR SHALL FURNISH TO THE OWNER ONE SPARE FUSE FOR EACH SIZE AND TYPE OF FUSE INSTALLED. FUSES 600 AMPS OR LESS SHALL BE CLASS RK1. TYPICAL UNLESS OTHERWISE NOTED. FUSES OVER 600 AMPS SHALL BE CLASS L.
- PULL BOX (BELOW GRADE): POLYMER CONCRETE (BODY AND COVER) WITH BOLTED COVER BY QUATZITE, SINERTECH, BROOKS OR APPROVED EQUAL.
- ALL BELOW-GRADE CONDUCTOR SPLICES SHALL UTILIZE THE SUBMERSIBLE-TYPE, U.L. LISTED CONNECTORS UNLESS OTHERWISE NOTED.
- CONDUCTIONS SHALL BE COLOR CODED AS FOLLOWS:
 

20KV SYSTEM	15KV/20KV SYSTEM	ARMV SYSTEM	PHASE SEQUENCE
NEUTRAL - WHITE	NEUTRAL - WHITE/STRIPE	NEUTRAL - WHITE/STRIPE	A.B.C. TOP BOTTOM
PHASE A - BLACK	PHASE A - BROWN	PHASE A - BROWN	LEFT TO RIGHT, FRONT
PHASE B - BLUE	PHASE B - RED	PHASE B - RED	TO BACK
PHASE C - RED	PHASE C - YELLOW	PHASE C - YELLOW	
GROUND - GREEN	GROUND - GREEN	GROUND - GREEN	
- CONTRACTOR SHALL MAINTAIN A COMPLETE SET OF CONTRACT DRAWINGS AT JOB SITE WITH COLORED MARKINGS INDICATING PROGRESS OF WORK. THIS SET OF CONTRACT DRAWINGS IS TO BE INSTALLED AS SHOWN ON DRAWINGS AND USED TO INDICATE FIELD CHANGES UPON COMPLETION OF WORK. THIS SET OF CONTRACT DRAWINGS IS TO BE TURNED OVER TO, AND BECOME PROPERTY OF, THE PROJECT CONSTRUCTION MANAGER.
- IF ELECTRICAL CONTRACTOR HAS QUESTIONS OR IF THEIR OWNERS FINDS OMISSIONS OR ERRORS ON ELECTRICAL DOCUMENTS, IT IS THEIR RESPONSIBILITY TO BRING THIS TO THE ATTENTION OF THE ENGINEER OF RECORD IMMEDIATELY. IF ELECTRICAL CONTRACTOR PROCEEDS WITH ANY CHANGES TO THE CONTRACT DOCUMENTS, WITHOUT WRITTEN PRIOR APPROVAL FROM THE ENGINEER OF RECORD, CONTRACTOR WILL NOT BE COMPENSATED.

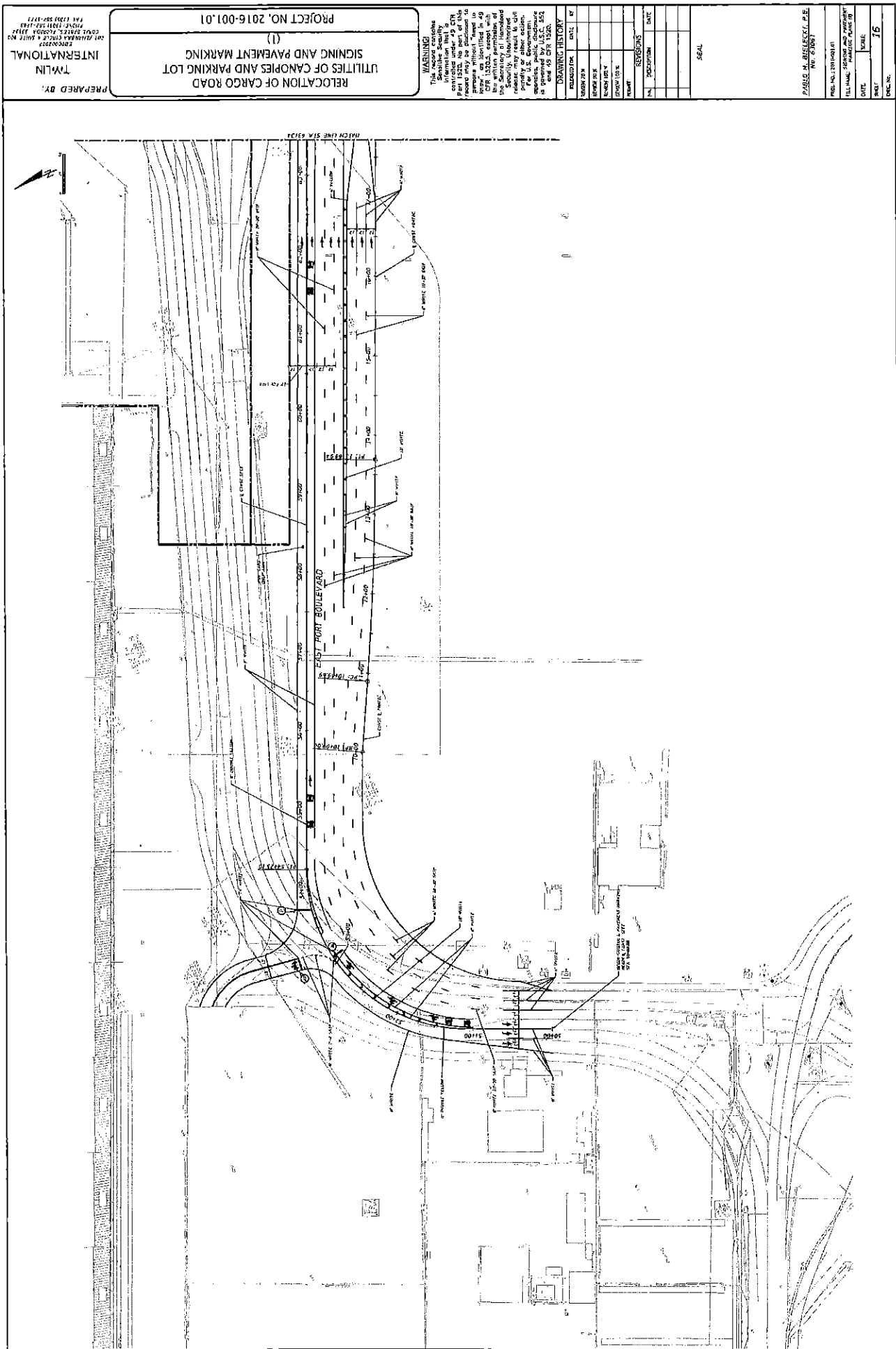
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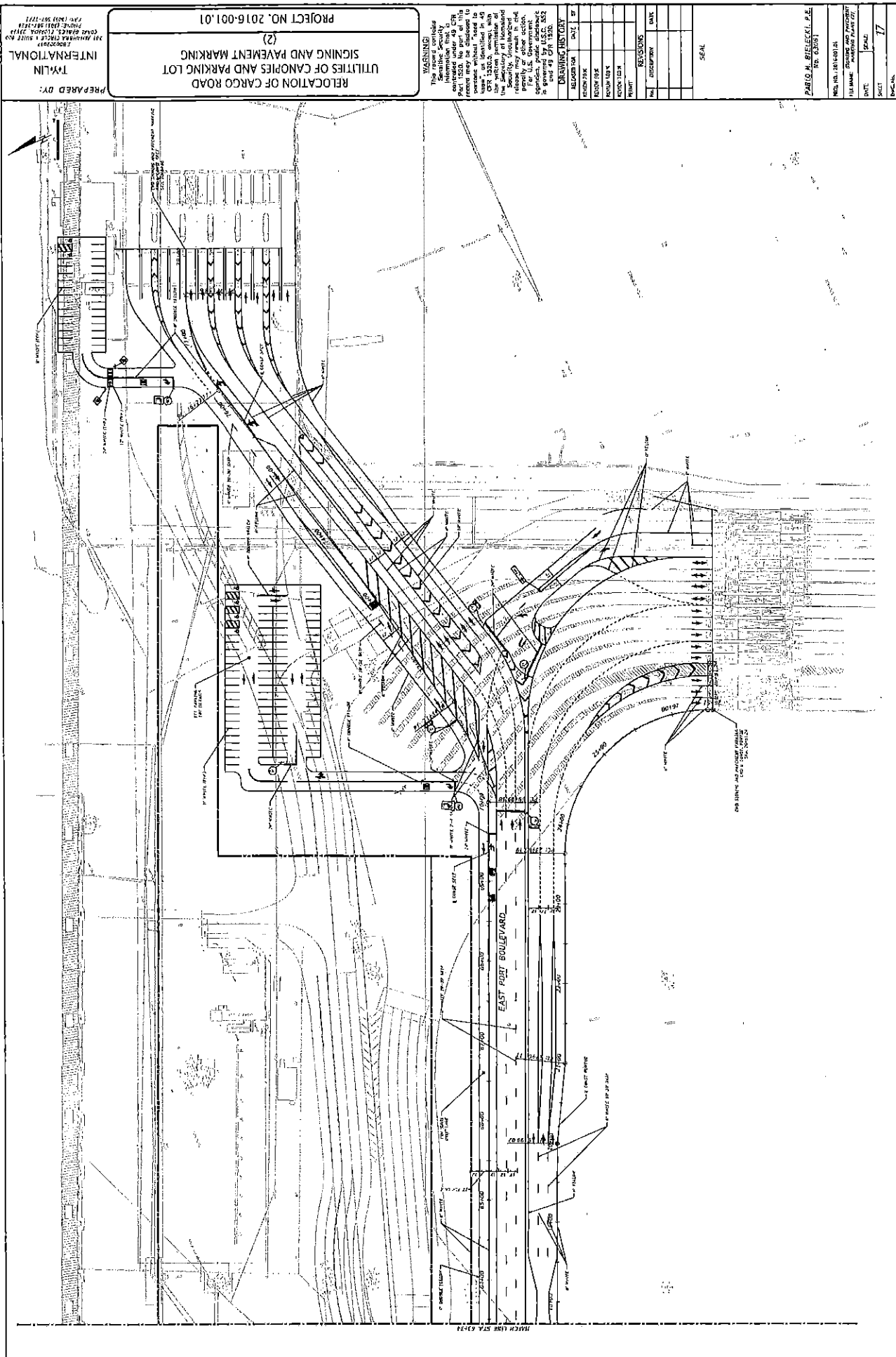


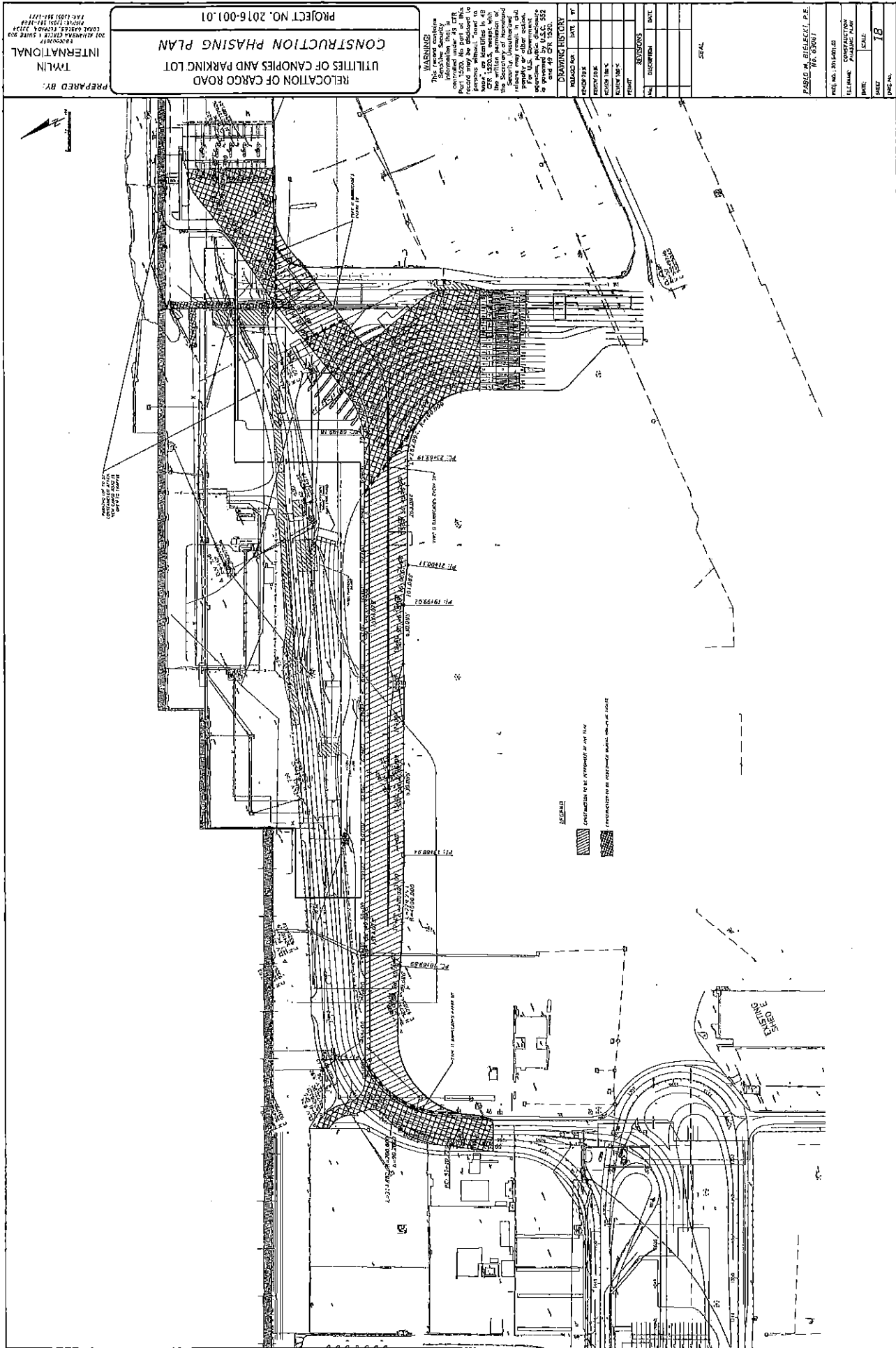




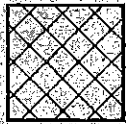




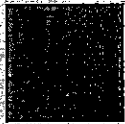




44



DELETED PARCEL



EXISTING TERMINAL OPERATOR ACCESS ROAD (POMTOC)  
WITHIN DELETED PARCEL

1.41 ACRES

- \* Above numbers are approximations
- \* Exact acreage subject to future legal survey of areas

**PORT MIA**

1015 North America Way  
Miami, Florida 33132

Project

EXHIBIT 5 TO AMENDMENT NO. 1

Drawing:

DELETED PARCEL AND EXITING ACCESS ROAD

Date: 03/09/16

Drawn by:

Scale: N.T.S.

Page:

